



PRAMIL S.R.L. (ESAPHARMA),  
Petitioner,  
vs.  
MICHEL FARAH,  
Registrant.

## NOTIFICATION OF FILING OF TESTIMONY AND EXHIBITS

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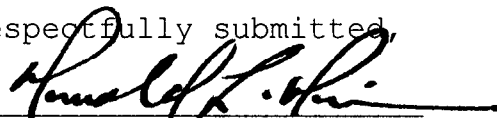


U.S. Patent & TMOfc/TM Mail Rcpt Dt. #21:

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An unsigned copy of the transcript was mailed to you on October 19, 2004 as required by 37 CFR §2.125(b). Copies of the Exhibits were mailed previously to you. A copy of the signature page of the transcript is enclosed. No changes were made on the "Errata Sheet".

Respectfully submitted,



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October 26, 2004

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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE  
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

.....X

PRAMIL S.R.L. (ESAPHARMA),

Petitioner,

vs.

Cancellation No.

92032341

MICHEL FARAH,

Registrant.

.....X

189 Montague Street

Brooklyn, New York

September 15, 2004

10:15 a.m.

TRANSCRIPT OF PROCEEDINGS

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A P P E A R A N C E S:

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BY: DONALD L. DENNISON, ESQ.

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BY: DAVID M. ROGERO, ESQ.

(Via telephone)

1  
2 MR. DENNISON: Let the record show  
3 that this is the testimony deposition being  
4 taken on behalf of the Petitioner Pramil  
5 S.R.L. Esapharma in the cancellation number  
6 92032341 against Michel Farah, Trademark  
7 Registrant, proceedings before the  
8 Trademark Trial and Appeal Board of the  
9 United States Patent & Trademark Office.

10 The testimony is being taken pursuant  
11 to a Notice of taking deposition that was  
12 served on counsel for the Registrant by  
13 mail on August 5th, and I'm giving the  
14 reporter a copy of the Notice of Deposition  
15 to be attached to the record.

16 Let the record also show that the  
17 Petitioner is represented here by Donald L.  
18 Dennison, the attorney for Pramil; and  
19 David Rogero, the attorney representing  
20 Michel Farah, is on the telephone. We are  
21 doing it in a conference mode, and he will  
22 participate via telephone.

23 With respect to stipulations, I would  
24 like to stipulate that signature can be  
25 waived and that we can submit to the

1  
2 Trademark Trial and Appeal Board copies of  
3 exhibits rather than originals, which,  
4 where we have them, will be retained in my  
5 files.

6 Do you have any objections to these,  
7 Mr. Rogero? Hello? Hello, David?

8 Go off the record.

9 [Whereupon, a discussion was held off  
10 the record.]

11 MR. ROGERO: In response to your  
12 request for stipulations, I have no problem  
13 with the use of copies of exhibits, but I  
14 would like the witness to sign the  
15 transcript.

16 MR. DENNISON: Okay. That's fine.  
17 We can do that.

18 J-A-C-O-B A-I-N-I,

19 the Peitioner herein, having first been  
20 duly sworn by Ellen Katz, a CRR, RPR and a  
21 Notary Public in and for the State of New  
22 York, was examined and testified as  
23 follows:

24 DIRECT EXAMINATION

25 BY MR. DENNISON:

1 J. AINI - DIRECT

2 Q. Would you state for the record your  
3 name and address, please?

4 A. My name is Jacob Aini, A-I-N-I, and  
5 my address is 2019 Ocean Parkway, Brooklyn, New  
6 York 11226.

7 Q. What is your present profession or  
8 occupation?

9 A. I'm -- my profession is a  
10 businessman, and I'm cosmetic importer, buyer and  
11 consultant at times.

12 Q. How long have you been involved in  
13 that activity as an importer and buyer?

14 A. Since about 1985, give or take one or  
15 two years.

16 Q. Are you presently involved in any  
17 companies?

18 A. Yes. I'm involved in a few  
19 companies. I'm involved in I.C.E. Marketing.

20 Q. That's I-C-E?

21 A. I.C.E. Marketing, Inc. on 5625  
22 Flushing Avenue in Maspeth, Queens, New York.

23 I'm the agent of Esapharma S.P.R.L.  
24 of Italy, Esapharma, and we represent their  
25 products in the United States as one of many

1 J. AINI - DIRECT

2 other products that we carry.

3 Q. What is your background in the  
4 cosmetic field?

5 A. I started when I was 13 years old in  
6 my father's store. I was taking care of the  
7 cosmetic section, and I learned the products and  
8 when -- in 1985, I started importing products  
9 from Africa and all over Europe and we took the  
10 exclusive agency under our company at that time.

11 Q. Who did you take the exclusive agency  
12 from?

13 A. There was a company called MCA  
14 Laboratories and that's one of the products, and  
15 later on it became -- the two partners split and  
16 he started off the company called Esapharma  
17 Pramil, and we took the agency as the company  
18 opened.

19 Q. Have you ever heard of a product by  
20 the name of Omic?

21 A. Yes, I have.

22 Q. How many years have you been involved  
23 with this product?

24 A. On or about since 1994 in the United  
25 States.



1 J. AINI - DIRECT

2 Q. I assume you're familiar with a  
3 company called Pramil S.R.L. that you just  
4 mentioned?

5 A. Yes. I visited the company several  
6 times. I have a relationship with its director,  
7 Roberto Sottocorno, since it's inception and  
8 prior to that.

9 Q. Is this the same company as  
10 Esapharma; are they two separate names?

11 A. Yes. It's the same company.

12 Q. What is your present relationship  
13 with Pramil?

14 A. We are the agents for them in the  
15 U.S. and I have -- I have the Power of Attorney  
16 to act on their behalf to protect their  
17 trademarks in the United States.

18 Q. Are you the exclusive agency in the  
19 United States?

20 A. Yes.

21 Q. Do you distribute other products made  
22 by Pramil?

23 A. Yes. We distribute almost all the  
24 brand names that they produce and there are other  
25 brand names, other than Omic, in there.

J. AINI - DIRECT

Q. Is Omic produced by Pramil?

A. Yes.

Q. Where is it produced?

A. It's produced in Milano, Italy.

Q. In Milan?

A. Yes.

Q. Is the product shipped to the United States?

A. Yes.

Q. Is the product also shipped to other parts of the world?

A. Yes. The biggest market for Pramil actually is in Africa. They are doing over 40 to 50 million tubes a year in total usage of their products.

Q. Now, under a single brand name such as Omic, would this company produce different types of Omic for different markets?

A. Yes.

Q. What would be the difference in the two?

A. Well, their clients vary from pharmaceutical companies to cosmetic companies. What the products mostly are produced by demand,

1 J. AINI - DIRECT

2 depending on the customer and the distributor and  
3 the country and the license they have to import  
4 the products.

5 The product that is produced mostly  
6 for Africa is a pharmaceutical product. The  
7 product that is produced for us in the U.S. is a  
8 cosmetic product.

9 Q. So there are differences in the  
10 products?

11 A. Correct, in the formulations.

12 Q. Thank you.

13 Have you ever visited the offices of  
14 Pramil?

15 A. Yes, several times.

16 Q. They are in Milan?

17 A. Yes.

18 Q. What is the nature of your visits to  
19 Pramil?

20 A. It's to see what's coming up new and  
21 what's on the drawing board for new products and  
22 to see how problems with the various trademarks  
23 that people try to knock off.

24 Q. What was the last visit that you made  
25 to Milan to see Pramil?

1 J. AINI - DIRECT

2 A. Actually, I was there in 1999 and  
3 then I went again in 2001, several times, several  
4 times, and that's the last one I think is 2000,  
5 2001.

6 Q. Do you have contact with Pramil by  
7 telephone or e-mail?

8 A. Yes.

9 Q. Frequently?

10 A. Frequently; monthly or bi-monthly.

11 Q. Do you know if Pramil has any other  
12 agents in the United States?

13 A. No, absolutely not.

14 Q. Now, describe for me, if you know,  
15 the activities of Pramil; what do they do?

16 A. It's a manufacturing company that  
17 manufactures various products by fully automated  
18 machines such as tubes, creams, gels and lotions  
19 for various skin problems and cosmetics.

20 They produce also tablets and various  
21 things for different trademark owners inside  
22 Africa, contract manufacturing.

23 Q. Do you know the history of the  
24 company when they started?

25 A. Yes.

1 J. AINI - DIRECT

2 Q. When was that?

3 A. On or about 1993, 1994, they started.

4 Q. What is Mr. Sottocorno's position in  
5 this company?

6 A. He is a director. Now, his daughter  
7 is taking over gradually.

8 Q. And you know him personally?

9 A. Of course. He came several times to  
10 visit me in the U.S.

11 Q. When was the last time that you saw  
12 him?

13 A. In the U.S.? Maybe in the year 2000  
14 last time, but I know him since the times of MCA,  
15 which was in the early '80s.

16 Q. Do you know how widespread their  
17 activities are geographically?

18 A. They are in almost every African  
19 country. They are doing -- they are one of the  
20 biggest manufacturers of these type of products  
21 in Europe to Africa. Their product is very  
22 well-known.

23 Q. Now, you talked about an agency, an  
24 exclusive agency that you have with Pramil. Is  
25 it only relating to the United States?

1 J. AINI - DIRECT

2 A. No. We represent them in the United  
3 States, Canada and the Caribbean.

4 Q. By the Caribbean, you mean, what  
5 particular countries?

6 A. Jamaica, Trinidad, Haiti; where the  
7 products go at the end, where the final  
8 destination of the products' use.

9 Q. Does Pramil ship all of the goods to  
10 you in the United States or do they also ship  
11 directly to the Caribbean and Canada?

12 A. Depends on the client. Sometimes  
13 they ship directly to the client instead of  
14 transshipping and they give us a royalty.

15 Q. So you get a royalty on everything  
16 that they might sell direct into those areas that  
17 you have exclusivity in?

18 A. Correct.

19 Q. Do you know if Pramil ever,  
20 themselves, marketed a product under the  
21 trademark of Omic?

22 A. Yes.

23 Q. Do you know if they have ever  
24 protected that trademark abroad?

25 A. Yes. They protected it. Wherever

1 J. AINI - DIRECT

2 the people are trying to register the mark, they  
3 protected in those countries and they -- the  
4 product is not the most biggest product that they  
5 carry, but it's one of the biggest.

6 Q. Describe the product for me, if you  
7 will, the Omic product or products?

8 A. They make a cream, a gel, a soap and  
9 a lotion.

10 Q. What's the market for these  
11 particular products?

12 A. It's mostly for the people of color,  
13 African people that know it from -- know the  
14 brand name from Africa. Their cousins and  
15 relatives and friends that live here recognize  
16 the name.

17 Besides that, the Caribbean people  
18 that know it in the Caribbean. The people that  
19 recognize the name from the Caribbean because  
20 it's being sold there.

21 Other than that, we do do shows,  
22 cosmetic shows like in the Javitz and in Las  
23 Vegas and there was just one in San Palo, Brazil.  
24 We just did the cosmetic show down there, and we  
25 take the Omic as one of the many other items that

J. AINI - DIRECT

we carry.

Q. Describe the product in more detail for me. What is the function of the Omic product?

A. The function, it's a cosmetic cream and a gel and a soap. It's a facial moisturizer and it takes out marks. The products that we carry a lot of times they do have what we call hydroquinone. The maximum that's allowed today I think is 2 percent. We carry that product in the cosmetic thing for the U.S. markets.

Q. It's a cosmetic product and not a pharmaceutical?

A. No, but we -- the company does do pharmaceuticals and does sell in the African and the Caribbean market to licensed pharmaceutical companies, and sometimes the product does come into the U.S. through hand luggages, people that bring it in by hand luggage to make some extra money. So the product is in the market.

Q. But all of the product that comes to you is the cosmetic product; is that correct?

A. Yes. We don't carry it in the pharmaceutical.



J. AINI - DIRECT

1  
2 Q. Did there ever come a time when  
3 Pramil began exporting this Omic product into the  
4 United States?

5 A. Yes. On or about 1994, the best of  
6 my recollection.

7 Q. I believe you mentioned the name of a  
8 company I.C.E. Marketing?

9 A. Correct.

10 Q. Who is the principal in this company?

11 A. My brother, Michael Aini.

12 Q. Michael Aini?

13 A. Yes. He's the owner of the company.

14 Q. What is your relationship with that  
15 company?

16 A. I'm secretary and I'm the buyer.

17 Q. Did I.C.E. ever have any dealings  
18 with Pramil --

19 A. Yes.

20 Q. -- with regard to the Omic product?

21 A. Yes, they did.

22 Q. Are you familiar with a Florida  
23 company called I.B.E.?

24 A. Yes.

25 Q. Describe that company for me, if you

J. AINI - DIRECT

can?

A. That company is owned 50 percent by my brother Michael Aini and it's a customer of Pramil, also.

Q. What is your relationship with I.B.E., if any?

A. A client customer. I do do deals for them and we do sell them product under the Pramil name -- I mean under the Pramil name -- Pramil invoices as one of other products, too. Customers, that's all.

Q. What are the meanings of the letters I-C-E?

A. International Cosmetic Exchange. International Cosmetic Exchange.

Q. How about I-B-E?

A. International Beauty Exchange.

Q. Are you familiar with the marketing, advertising and sales in the United States of the Omic product?

A. Yes.

Q. Are you familiar with a company named Zuri, Z-U-R-I, International?

A. Yes.

J. AINI - DIRECT

Q. What does that company do?

A. That was my company prior for me leaving to Paris to start a new business.

I sold that company to my brother's company I.C.E. on or about 1995, and he formed I.C.E. at that time.

Q. Where was Zuri International located?

A. In Brooklyn, New York.

Q. Have you ever heard of a company by the name of Tex International in Miami, Florida?

A. Yes. Tex International was a distributor of Zuri International products in the State of Florida.

Q. Are you associated with Tex in any way?

A. They were a customer of Zuri.

Q. Okay.

MR. DENNISON: I'll ask the reporter to please mark this photocopy of an invoice number 0768 as Petitioner's Exhibit Number 1 for identification.

[The document was hereby marked as Petitioner's Exhibit 1 for identification, as of this date.]

1 J. AINI - DIRECT

2 Q. Mr. Aini, I show you Exhibit Number 1  
3 for identification (handing) and ask you have you  
4 ever seen this document before?

5 A. Yes.

6 Q. Can you identify it for me?

7 A. Yes. It's an invoice that's written  
8 by hand and actually it's my handwriting.

9 Q. Okay. What's the date of the  
10 invoice?

11 A. It's an invoice is dated May 13,  
12 1994, and the product that was sold was products  
13 that had Omic on it, and the amount of the  
14 invoice was \$160,000.

15 Q. How many units of this Omic product  
16 was sold?

17 A. Six thousand units.

18 Q. Can you tell what they were, what  
19 type of Omic product?

20 A. Omic Gel Plus.

21 Q. What does "plus" stand for?

22 A. Plus means extra or stronger. It  
23 doesn't have any significant thing, except  
24 telling the people that it's a little bit  
25 stronger than the regular. It's a marketing

J. AINI - DIRECT

aspect of it.

Q. Who produced this particular Omic Gel that's in this invoice?

A. Esapharma produced it -- Pramil.

Q. Pramil?

A. Pramil.

Q. We may use Pramil or Esapharma interchangeably?

A. It's the same company.

Q. It's the same company, right?

A. It's the same exact company.

Q. You're familiar with this particular shipment?

A. Yes, I am.

Q. Am I correct in that this was a shipment from your company Zuri to Tex International in Florida?

A. Correct. They paid by check.

Q. They paid by check; is that what you said?

A. Yes. The check number was 4689.

They gave a check out of the -- the whole amount of the invoice for \$160,734, they paid one check for 60,734. It was check number 6489.

1 J. AINI - DIRECT

2 Then after, they paid another check  
3 for 50,000 for 4802; and then I gave them 30 days  
4 to pay the last check.

5 Q. Now, were these -- was this invoice  
6 taken from your records?

7 A. Yes.

8 Q. And you maintained custody of these  
9 records?

10 A. Yes.

11 MR. DENNISON: I now give the  
12 reporter another invoice on Esapharma  
13 letterhead and ask that it be marked as  
14 Petitioner's Exhibit Number 2 for  
15 identification.

16 [The document was hereby marked as  
17 Petitioner's Exhibit 2 for identification,  
18 as of this date.]

19 Q. Mr. Aini, I show you Exhibit Number 2  
20 (handing) and ask you if you can identify that  
21 for me, please?

22 A. Yes. It's an invoice from Esapharma  
23 and it's made to Premiere Wholesale, Inc.  
24 Location of the company is 3008 Church Avenue,  
25 Brooklyn, New York.

J. AINI - DIRECT

Q. What is the date of this invoice?

A. The date of the invoice is June 14,  
1995.

Q. Who is Premiere Wholesale?

A. It's a company that's owned by my  
brother Michael at that time.

Q. Are you familiar with this invoice?

A. Yes.

Q. Was this in your records?

A. Yes.

Q. Were any Omic products involved in  
this particular invoice?

A. Yes. The last two on the bottom are  
Omic products.

Q. Could you describe the products and  
the number of units?

A. Two hundred fifty rolls by ten, Omic  
Gel Plus 30 grams -- it's 240 rolls by ten pieces  
in a pack, and it's Omic Gel Plus 30 gram.

Q. Now, what do you mean by "rolls"?

A. A roll is how it's packaged. It's  
packaged ten tubes in a plastic roll.

Q. I understand. Okay.

A. And then it's also on the bottom of

1 J. AINI - DIRECT

2 that it's the Omic Gel Regular also packaged by  
3 ten. It's exactly the same quantity and exactly  
4 the same price.

5 Q. The only difference is one is the  
6 plus style and the other is without the plus?

7 A. One is the regular, yeah.

8 Q. Do you know if these goods were ever  
9 delivered?

10 A. Yes. They were delivered and paid.

11 Q. Is that what --

12 A. It says it right here (indicating).

13 Q. The mark says "paid"?

14 A. Yes.

15 Q. Do you have any connection with  
16 Premiere at all?

17 A. No. It was a customer at the time.  
18 It was my brother's company.

19 Q. Okay.

20 MR. DENNISON: Let me present to the  
21 reporter another Esapharma letterhead  
22 invoice to Premiere apparently dated  
23 February 8, 1996. I ask that it be marked  
24 Petitioner's Exhibit Number 3 for  
25 identification.



1 J. AINI - DIRECT

2 [The document was hereby marked as  
3 Petitioner's Exhibit 3 for identification,  
4 as of this date.]

5 Q. Please, take a look at that invoice  
6 (handing). Please, examine invoice as Exhibit  
7 Number 3.

8 A. Yes.

9 Q. Can you identify that for me?

10 A. Yes.

11 Q. What is it?

12 A. It's another invoice that is dated  
13 February 8, 1996, and it's on the invoice, the  
14 invoice amount is 25,000 U.S. and the last two  
15 products under the invoice is Omic, Omic Gel  
16 Regular and Plus.

17 Q. Who was the recipient of this  
18 invoice? Who received it?

19 A. Recipient was again a company called  
20 Premiere Wholesale, which is owned by my brother  
21 Michael.

22 Q. Did this document come from your  
23 records --

24 A. Yes.

25 Q. -- as agent?

1 J. AINI - DIRECT

2 A. Yes.

3 Q. Do you know if the goods were ever  
4 shipped and received?

5 A. Shipped, received and paid.

6 Q. Mr. Aini, did you ever enter into a  
7 written exclusive Agency Agreement with regard to  
8 Omic and other products with Pramil?

9 A. Yes, I did.

10 MR. DENNISON: The reporter will mark  
11 this Esapharma letterhead Agreement as  
12 Petitioner's Exhibit Number 4 for  
13 identification.

14 [The document was hereby marked as  
15 Petitioner's Exhibit 4 for identification,  
16 as of this date.]

17 Q. Are you familiar with this --

18 A. Yes.

19 Q. -- document?

20 A. Yes, I am.

21 Q. It seems to have a label on there  
22 marked Opposers' Exhibit Number 11 in a prior  
23 opposition --

24 A. Yes.

25 Q. -- Pramil versus Mitchell Cosmetics?

J. AINI - DIRECT

A. Correct.

Q. This document --

A. Was used in a prior case.

Q. Who is Mitchell Cosmetics, if you know?

A. It's Michel Farah's company.

Q. To your knowledge, Michel Farah owns this company?

A. Yes. I visited Mitchell Cosmetics in England. I met.

Q. Who is the agreement between, if you know?

A. The agreement is between Esapharma's company and I.C.E. Marketing.

Q. What is the date of the agreement?

A. The date of the agreement is January 15, 1996.

Q. Now, turning your attention to paragraph 6 in that agreement, would you please read that paragraph for us?

A. Sure.

(Reading) Both parties agree that they have a mutual agreement that they have to start up a market cosmetics under brand name

1 J. AINI - DIRECT

2 Movate, Omic, O-M-I-C, Topsone, T-O-P-S-O-N-E,  
3 and the last one it's called Active Deprosonic,  
4 D-E-P-R-O-S-O-N-I-C.

5 Q. Could you also read paragraph 7 for  
6 us?

7 A. (Reading) The company agrees that all  
8 the cosmetic lines will be sold to the agent  
9 exclusively and will not intentionally sell the  
10 pharmaceutical line to cause confusion and  
11 destabilize the market.

12 Q. Okay. In your opinion, does this  
13 paragraph describe the two different lines?

14 A. Yes, and it also describes the  
15 scenario on the problems that we've been having  
16 that some people are claiming that product that  
17 we are selling is a pharmaceutical, which it's  
18 clearly it's not.

19 Q. Who signed that agreement on behalf  
20 of Pramil, if you know?

21 A. Roberto Sottocorno, the director.

22 Q. Is this agreement still in force; do  
23 you know?

24 A. Yes, absolutely.

25 MR. DENNISON: I have a letter on

1 J. AINI - DIRECT

2 Esapharma letterhead entitled To All It May  
3 Concern. I ask that it be marked as  
4 Petitioner's Exhibit Number 5 for  
5 identification.

6 [The document was hereby marked as  
7 Petitioner's Exhibit 5 for identification,  
8 as of this date.]

9 Q. If you will, please, examine the  
10 letter or the To All It May Concern document  
11 (handing).

12 A. (Complying.) Right.

13 Q. What is the date of that?

14 A. The date is January 15, 1996.

15 Q. You indicated earlier that you had a  
16 Power of Attorney from Pramil?

17 A. Correct.

18 Q. Is this the Power of Attorney?

19 A. Yes.

20 Q. What does it empower you to do, as  
21 expressed in the language there?

22 A. Take all legal actions necessary to  
23 protect the rights and to stop any illegal sales  
24 of our products in the U.S.A. markets.

25 MR. DENNISON: I now have another To

J. AINI - DIRECT

Whom It May Concern document on Esapharma  
letterhead and ask the reporter to please  
mark that as Petitioner's Exhibit Number 6  
for identification.

[The document was hereby marked as  
Petitioner's Exhibit 6 for identification,  
as of this date.]

Q. Please, examine this document  
(handing). What does it state?

A. It -- it's a letter from Sottocorno  
that I asked him to prevent any problems. I  
wanted to know in a statement from him exactly  
the situation between him and Michel Farah, and  
he wrote this letter that (reading) We, Pramil  
Esapharma -- and the address -- own the rights  
for the trademarks Movate, Omic Plus, Regge Lemon,  
and Topsone, T-O-P-S-O-N-E. And we didn't  
authorize for Michel Farah or any party in  
partnership with him to produce or distribute any  
of our product in U.S.A. or abroad.

Q. Did you ever receive this from  
Roberto Sottocorno?

A. Yes. I was handed this when I was  
there in Italy.

1 J. AINI - DIRECT

2 Q. What's the date of it?

3 A. It's in January -- I mean October 25  
4 in the year 2000.

5 Q. Okay. We are going to get into some  
6 additional documentation on sales, but first I  
7 want to ask you, have sales of Omic products been  
8 continuous since this first invoice of 1994, to  
9 your knowledge?

10 A. Yes, absolutely.

11 Q. Has there ever been a time when sales  
12 ceased or were abandoned?

13 A. No, never.

14 Q. Okay.

15 MR. DENNISON: I have another invoice  
16 from International Beauty Exchange to  
17 Adolfo House and ask that it be marked as  
18 Petitioner's Exhibit Number 7 for  
19 identification.

20 [The document was hereby marked as  
21 Petitioner's Exhibit 7 for identification,  
22 as of this date.]

23 Q. (Hanging.) Please, identify that  
24 document, if you can, for me.

25 A. Yes. It's an invoice that's made out

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from I.B.E., distributor in Florida, to Adolfo House, which has various products on this invoice; but it's clearly in highlighted two products that are in question, which is Omic or sales of I.B.E. to Adolfo House, which contains some Omic products inside.

Q. What is it the Omic product involved here?

A. One of them is Omic Soap, two kinds of soap, and one of them is two kinds of cream and 50 gram size.

Q. Are you familiar with Adolfo House?

A. Yes, I am.

Q. Who are they?

A. They are a distributor of cosmetics in Florida. They were my agent back in the early '90s.

Q. What is the date of this invoice?

A. The date of this invoice is February 25, the year 2002.

Q. Have you seen this invoice before?

A. Yes.

Q. Was it in your records?

A. Yes.



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2 Q. Okay.

3 MR. DENNISON: I ask the reporter to  
4 mark this two-page invoice also to Adolfo  
5 House as Petitioner's Exhibit Number 8 for  
6 identification.

7 [The document was hereby marked as  
8 Petitioner's Exhibit 8 for identification,  
9 as of this date.]

10 Q. Please, examine that invoice and  
11 identify it, if you can (handing)?

12 A. Yes. It's an invoice from I.B.E.  
13 again to Adolfo House.

14 Q. What's the date of it?

15 A. The date of invoice is April 18,  
16 2002.

17 Q. Is there any Omic products involved  
18 here?

19 A. Yes. There are three products in  
20 there.

21 Q. What page are they listed on?

22 A. They are on page 2 of the invoice.

23 Q. What are the products?

24 A. Omic Cream 30 gram, Omic Cream 50  
25 gram and Omic Soap.

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2 Q. Is the cream sold in several sizes?

3 A. Yes.

4 Q. And there are other products involved  
5 here, also?

6 A. Yes. There's many other products  
7 which we carry.

8 MR. DENNISON: I now show the  
9 reporter yet another invoice to Adolfo  
10 House and ask that it be marked  
11 Petitioner's Exhibit Number 9 for  
12 identification.

13 [The document was hereby marked as  
14 Petitioner's Exhibit 9 for identification,  
15 as of this date.]

16 Q. Can you identify that invoice for me  
17 (handing)?

18 A. Yes. Again, it's an invoice to  
19 Adolfo House. It's March 23, '04. Again, it has  
20 two products, which is an Omic Cream 50 gram and  
21 an Omic Soap on it.

22 Q. To your knowledge, during this time  
23 frame we are looking at, 2002, 2003, 2004, were  
24 products sold to other companies?

25 A. Absolutely.

1 J. AINI - DIRECT

2 Q. This is just a sampling?

3 A. A random sampling of a customer and  
4 the dates are that way to show that the product  
5 has been around.

6 Q. Thank you.

7 MR. DENNISON: I now present to the  
8 reporter Petitioner's Exhibit Number 10 for  
9 identification also on Esapharma invoice  
10 head.

11 [The document was hereby marked as  
12 Petitioner's Exhibit 10 for identification,  
13 as of this date.]

14 Q. Before you identify that, going back  
15 to Exhibit 9, is there any indication that Adolfo  
16 House ever received that shipment?

17 A. Yes. On the bottom of the invoice,  
18 it's stamped with a rubber stamp the Adolfo House  
19 receiving of eight cases on the date of 3/24 ..

20 Q. Okay.

21 A. .. from the Receiving Department of  
22 Adolfo House.

23 Q. Fine.

24 Now, if you will take a look at that  
25 latest exhibit (handing), which is Number 10.

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2 Can you identify that for me?

3 A. Yes. It's another invoice dated  
4 February 8, 1996 from Esapharma to Premiere  
5 Wholesale, Inc. for the amount of 25,000.

6 Q. Twenty-five thousand dollars or  
7 25,000 units?

8 A. No. Twenty-five thousand U.S.  
9 dollars.

10 Q. Are any Omic problems involved in  
11 that?

12 A. No, absolutely not.

13 Q. No. Are any Omic producets --

14 A. Oh, the products? Yes. The last two  
15 products is Omic.

16 Q. Okay.

17 MR. DENNISON: Off the record.

18 [Whereupon, a discussion was held off  
19 the record.]

20 MR. DENNISON: The witness is  
21 pointing out to me that Exhibit Number 10  
22 and Exhibit Number 3 apparently are the  
23 same invoice. There is a slight  
24 difference --

25 THE WITNESS: Just in the photocopy.

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2 That's all.

3 MR. DENNISON: -- in that there's a  
4 stamp --

5 THE WITNESS: This is coming from  
6 Roberto (indicating).

7 MR. DENNISON: Okay. These are two  
8 copies apparently of the same invoice, but  
9 one bears the stamp of --

10 Q. Would you tell us what that stamp is?

11 A. The one on the left is a Custom stamp  
12 in Italy that left Italy. The Custom stamp is  
13 from Geneva, Dogana, D O G A N A, in Italian. It  
14 was stamped by Customs as the products were  
15 leaving.

16 Q. Other than that, it's the same  
17 invoice; is that correct?

18 A. Yeah. Other than that, it's exactly  
19 the same.

20 Q. Okay.

21 MR. DENNISON: I'm going to ask the  
22 reporter to mark this Esapharma invoice to  
23 I.C.E. Marketing as Petitioner's Exhibit  
24 Number 11 for identification.

25 [The document was hereby marked as

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2 Petitioner's Exhibit 11 for identification,  
3 as of this date.]

4 Q. Can you identify that invoice for me  
5 (handing)?

6 A. Yes. It's an invoice from Esapharma  
7 to I.C.E. Marketing and it's on May 2nd, the year  
8 2000.

9 Q. Are any Omic products involved in  
10 that invoice?

11 A. Yes. The first product on this  
12 invoice is Omic.

13 Q. Were these products ever delivered,  
14 to your knowledge?

15 A. Yes, they were, and it was stamped  
16 also by the Customs in Italy that the goods did  
17 leave Italy for this destination. It has the  
18 Customs' stamp on it.

19 Q. Okay.

20 MR. DENNISON: We will do one more.  
21 This will be Exhibit Number 12 for  
22 identification.

23 [The document was hereby marked as  
24 Petitioner's Exhibit 12 for identification,  
25 as of this date.]

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2 Q. Could you please take a look at  
3 Exhibit 12 (handing). If you could identify it,  
4 please?

5 A. Yes. It's an invoice from Esapharma  
6 again to I.C.E. Marketing, and the first product  
7 on this invoice is Omic.

8 Q. How many rolls are involved in that  
9 shipment?

10 A. Six thousand rolls.

11 Q. What was the price for that?

12 A. The price -- the total amount of  
13 6,000 rolls was 21,000 U.S.

14 Q. And the date of the invoice?

15 A. The date of the invoice is  
16 September 15, the year 2000.

17 Q. And was it ever shipped to I.C.E.  
18 Marketing?

19 A. Yes, absolutely.

20 Again, on this invoice you have a  
21 Customs' stamp of the Customs' officer that let  
22 the goods out of Italy.

23 Q. Did this come from your records?

24 A. Yes.

25 Q. Okay. Now, tell me a little, if you

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2 can, as to how these Omic products are marketed  
3 after they come into the hands of I.C.E., for  
4 example?

5 A. Yes. They go into various customers  
6 and distributors and retail stores, and besides  
7 that, we do shows that -- beauty shows to market  
8 the products. They are one of many other  
9 products that we carry in the line of cosmetics,  
10 imported cosmetics.

11 Q. Do you do any advertising at all in  
12 publications?

13 A. We do have a booklet and we do have a  
14 brochure -- a leaflet that we do give out in  
15 shows; but in magazines, we don't do, no.

16 MR. DENNISON: I now give the  
17 reporter an opened carton entitled Omic  
18 Cream Plus and ask that it be marked as  
19 Petitioner's Exhibit 13.

20 [The carton was hereby marked as  
21 Petitioner's Exhibit 13 for identification,  
22 as of this date.]

23 MR. DENNISON: Now, Mr. Rogero, the  
24 original exhibit is an actual carton in  
25 yellow and white and I've reproduced it,



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2 unfortunately, in black and white. If you  
3 need a color rendition, I'm sure we can get  
4 one but with some difficulty. The one I'm  
5 going to send to you will be just black and  
6 white.

7 MR. ROGERO: Do you have the actual  
8 carton there?

9 MR. DENNISON: Yes.

10 MR. ROGERO: Okay.

11 MR. DENNISON: The only difference is  
12 the coloration. It's just mainly yellow.

13 Q. Can you identify that carton for me?

14 A. Yes. It's an Omic Cream, 50 gram  
15 cream, that under our contract of cosmetics  
16 products to market in the United States with  
17 Esapharma, we are distributing this product in  
18 the U.S.

19 Q. Does it say where it's made?

20 A. Yes. It says "made in Italy" right  
21 there on the bottom.

22 Q. Okay. There appears to be a  
23 geometric figure with an E in the middle. Are  
24 you familiar with that?

25 A. Yes. That's the same E that is on

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2 the product on the invoices from back to '94 of  
3 the company Esapharma on the invoices.

4 Q. So this is an Esapharma trademark;  
5 the E?

6 A. Yes.

7 Q. Now, does the package describe what  
8 the product does?

9 A. Yes.

10 Q. Could you read that for me?

11 A. (Reading) The product is a cream  
12 with -- that helps achieve a lighter and clearer,  
13 smoother skin, lasting perfume that freshens and  
14 beautifies the skin.

15 Q. Is there anything on there at all  
16 that indicates that it's a treatment for  
17 anything?

18 A. Yeah. It's a lightening cream.

19 Q. It's a lightening cream?

20 A. Yeah.

21 Q. Thank you.

22 MR. DENNISON: I have another opened  
23 up carton that I would like for the  
24 reporter to mark as Petitioner's Exhibit 14  
25 for identification.

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2 [The carton was hereby marked as  
3 Petitioner's Exhibit 14 for identification,  
4 as of this date.]

5 Q. (Hanging.) Could you identify number  
6 14 for me, please.

7 A. Yes. It's soap.

8 Again, based on our agreement, it's a  
9 product that was produced to be a cosmetic soap  
10 to sell and market in the United States.

11 MR. DENNISON: Here again the  
12 original carton has yellow background;  
13 whereas, the reproductions will show in  
14 black and white.

15 Q. Again, does the indication on the  
16 package show the origin, the country of origin?

17 A. Yes. It says over there Italian  
18 product -- "original Italian product."

19 Q. Is the Esapharma trademark --

20 A. The Esapharma logo is right there  
21 clearly on the label.

22 Q. Does this carton also contain the  
23 word "plus"?

24 A. Yes.

25 Q. How about Exhibit 13, did that have

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2 "plus" on there, also?

3 A. Yes. Clearly, "plus" in bright red  
4 logo.

5 Q. Are these the type of packages that  
6 are presently being marketed today, to your  
7 knowledge?

8 A. Yes.

9 Q. What, if you know, is the average  
10 retail price for the cream?

11 A. It varies. In some stores, the cream  
12 sells for 1.99, retail price, and some stores  
13 they have it for 2.99. The soap costs for about  
14 99 cents.

15 MR. DENNISON: I think we will take  
16 about a five-minute break here, Mr. Rogero.  
17 I don't know if you want to stay on line or  
18 call back?

19 MR. ROGERO: I can call back in five  
20 minutes.

21 MR. DENNISON: Okay. Why don't we do  
22 that. We will just take a short break  
23 here.

24 MR. ROGERO: Okay.

25 [A short recess was taken.]

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2 MR. DENNISON: We are back on the  
3 record again. I show the reporter a series  
4 of computer printouts from International  
5 Beauty Exchange and ask that they be marked  
6 as a single exhibit, Petitioner's Number 15  
7 for identification.

8 [The documents were hereby marked  
9 collectively as Petitioner's Exhibit 15 for  
10 identification, as of this date.]

11 Q. Okay. Please, examine that printout  
12 for me (handing).

13 A. Yes.

14 Q. Can you tell me what it is?

15 A. Yes. What happened, this -- this  
16 particular documents are a printout from the  
17 computer from International Beauty Exchange in  
18 Florida, the customer listing and the invoicing  
19 of the product that they bought of Omic. It's  
20 about --

21 Q. It's 18 pages.

22 A. -- 18 pages of documents -- I mean of  
23 listings, and it has the last 2003 and 2004  
24 customers and how much Omic did they purchase.

25 Q. What was the sales, total sales

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2 amount, if you can tell?

3 A. Let's see, it's about \$40,000.

4 Q. Okay. Everything on here was  
5 relating to Omic?

6 A. Yes, in the State of Florida only and  
7 for the period of 2003, 2004.

8 Q. Okay. Was this prepared pursuant to  
9 your request?

10 A. Yes.

11 Q. Thank you.

12 MR. DENNISON: At this point, I would  
13 move into evidence Petitioner's Exhibits 1  
14 through 15.

15 MR. ROGERO: I'm going to, for the  
16 record, state objections based upon lack of  
17 predicate and hearsay.

18 MR. DENNISON: Okay. It's noted of  
19 record. That completes our direct  
20 examination. It's closed at this point.  
21 Go ahead.

22 If you could go back on the regular  
23 phone.

24 MR. ROGERO: I'm on.

25 MR. DENNISON: Okay. Good. That's

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2 better.

3 MR. ROGERO: Can you hear me okay?

4 MR. DENNISON: Yes, fine.

5 CROSS-EXAMINATION

6 BY MR. ROGERO:

7 Q. Mr. Aini, do you recall sometime last  
8 year entering into a comprehensive Settlement  
9 Agreement regarding a number of trademarks?

10 A. Are you referring to a global  
11 Settlement Agreement?

12 Q. Yes, sir.

13 A. Yes.

14 Q. Okay. At the time that you -- did  
15 you sign that agreement?

16 A. I was one of many signatures, yes.

17 Q. All right. At the time that you  
18 signed that agreement, were you the exclusive  
19 agent for Pramil?

20 A. Yes.

21 Q. Were you an attorney, in fact, under  
22 a Power of Attorney from Pramil?

23 A. Yes.

24 Q. Did you intend in the terms of that  
25 agreement to commit Pramil to any of the

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2 provisions of that agreement?

3 A. Yes.

4 Q. Now, do you recall a provision in  
5 that agreement regarding two marks, Regge Lemon  
6 and Omic?

7 A. I don't recall the provisions because  
8 it's not in front of me exactly, but I know that  
9 there was a deal concerning that.

10 Q. All right. If I may, let me read to  
11 you from the copy of that agreement that I have,  
12 and I'm sorry you don't have a copy in front of  
13 you, but it's a short paragraph. If you would  
14 listen to this and then I'm going to ask you a  
15 couple of questions. All right?

16 A. Fine.

17 Q. It says (reading) These trademarks --  
18 referring to Regge Lemon and Omic -- are not part  
19 of this agreement and will be part of a separate  
20 Settlement Agreement with the interested parties.  
21 The parties contemplate joint ownership of these  
22 marks by a newly formed Florida holding company  
23 which will license manufacture of the products  
24 bearing these marks with GHBI and license  
25 exclusive distribution of said products to I.B.E.



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1  
2 Florida.

3 Mr. Aini, do you remember anything  
4 about that provision?

5 A. I remember that provision.

6 Q. Okay. Was a separate Settlement  
7 Agreement regarding those marks ever prepared or  
8 executed?

9 A. No.

10 Q. Why not?

11 A. Because the attorney that supposed to  
12 prepare it on your end and on our end never got  
13 together on that, and the document has -- I mean,  
14 it will be signed by me once all the conditions  
15 are met and they have to be okayed by Esapharma.

16 Till now, Mr. Rogero, with all due  
17 respect, I never saw any document of that fact.

18 Q. Are there any other, other than  
19 preparation of documents, are there any other  
20 conditions that would prevent the execution of  
21 that contemplated action?

22 MR. DENNISON: Let me interject here.

23 We don't have a copy of the document in  
24 front of us; but to the best of my  
25 recollection, Mr. Rogero, Pramil Esapharma

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2 is not a party to this agreement. I may be  
3 wrong in that, but I don't think that they  
4 are one of the signatory parties.

5 MR. ROGERO: Are you making an  
6 objection?

7 MR. DENNISON: Yes. I don't see the  
8 relevance of it because they are not a  
9 party to it.

10 MR. ROGERO: I see.

11 Q. Mr. Aini, my question to you is: Do  
12 you know of any conditions, other than the  
13 preparation of documents, that stand in the way  
14 of the completion of that contemplated action?

15 A. I'm, you know, like you're talking  
16 about this document that was signed. It's a  
17 40-page document, and there were so many things  
18 to be done on conditions on that -- on that  
19 document; and I've called several times my  
20 attorney and, in fact, Michel Farah to get to  
21 start to work on those conditions and nothing  
22 came avail of it.

23 Nobody wants a legal case to go on  
24 forever, but the problem is we never got around  
25 to finishing it up, and, of course, we have to

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2 get a sign-off from Italy on that.

3 I would like to see something to  
4 start the ball rolling, but I haven't seen  
5 anything yet.

6 Q. Well, did you have authority from  
7 Pramit to agree to this particular disposition  
8 for these marks?

9 A. No. What I would have done is I  
10 would have taken (sic) the conditions that  
11 you've been forward and then go to talk to him on  
12 it. I don't see -- what do you call it -- a  
13 problem arising when there's nothing there to  
14 arise from. It has to -- we have to see  
15 something on paper before we can make a deal.

16 Q. I understand.

17 A. And the conditions have to be okay  
18 for our part and I guess in your part, too, if  
19 you want to make a deal; but again, I don't see  
20 nothing and I've been trying. Already few times  
21 I called Michel to finalize that global  
22 Settlement Agreement and to no avail.

23 Hello?

24 Q. Yes.

25 Mr. Aini, would you please take a

1 J. AINI - CROSS

2 look if someone can find the document that I sent  
3 up that I marked as Number 1.

4 A. (Perusing.)

5 MR. DENNISON: Do you want to have  
6 this marked as an exhibit for the  
7 Registrant?

8 MR. ROGERO: Yes. Make that  
9 Registrant's Exhibit Number 1.

10 [The documents were hereby marked  
11 collectively as Registrant's Exhibit 1 for  
12 identification, as of this date.]

13 MR. DENNISON: This is a 29-page  
14 exhibit that we've just been handed. Okay.  
15 Go ahead.

16 Q. Mr. Aini, please look at this  
17 document. I assume it's now been marked as  
18 Registrant's Exhibit Number 1. Do you see that?

19 A. Yes.

20 Q. Okay. You see at the very top there  
21 is a header, which identifies a particular  
22 website or web page and then at the end of that  
23 it says on the first page, page 1 of 29. Do you  
24 see that?

25 A. Yes, I do.

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1  
2 Q. Okay. Have you ever seen this  
3 document before?

4 A. Not before today, no.

5 Q. Are you aware of an import alert  
6 having been issued by the Food and Drug  
7 Administration that names, among others, products  
8 of Pramil?

9 A. Yes. I've been aware that some of  
10 the products are coming into this country of  
11 Pramil source into the U.S. and some of it is  
12 considered illegal in this country, but I'm not  
13 exactly a chemist and I don't know exactly what  
14 reason it is for and why it's being alerted, but  
15 that's not the products that we carry.

16 Q. Would you please turn to page 14 of  
17 that document.

18 A. (Complying.) Yes.

19 Q. Do you see the listing of Pramil  
20 about the middle of that page?

21 A. Yes, I do.

22 Q. Do you see to the right of that there  
23 are several products that are identified: Regge  
24 Lemon Gel; Topvate, T-O-P-V-A-T-E, Cream; Movate  
25 Cream and Omic Gel? Do you see those?

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2 A. Yes, I do.

3 Q. Are those the brand names of products  
4 that you import from Pramil?

5 A. No.

6 Q. Which ones do you import?

7 A. We do the cosmetic part of these  
8 products.

9 Q. Okay. The cosmetic products that you  
10 import, do they have any of these brand names?

11 A. Some, yes.

12 Q. Which ones?

13 A. The Omic Gel --

14 MR. DENNISON: I object to the rest  
15 of it. It's not part of this particular  
16 petition for cancellation. The other marks  
17 are not involved.

18 MR. ROGERO: That's fine.

19 Q. Mr. Aini, which of the others do you  
20 also import?

21 THE WITNESS: Do I answer?

22 MR. DENNISON: Go ahead and answer.

23 A. Movate and Regge Lemon.

24 Q. Now, do you see under the Omic Gel  
25 Esapharma, the next line says .025 grams

1 J. AINI - CROSS

2 fluocinonide; do you see that on the document?

3 A. Yes, I do.

4 Q. Are you familiar with --

5 MR. DENNISON: Hold it a minute.

6 Q. Mr. Aini, do you know what is  
7 fluocinonide?

8 A. No, I don't.

9 Q. Is fluocinonide an ingredient in Omic  
10 products?

11 A. Not the ones that we carry.

12 Q. All right. You have with you there  
13 today two cartons, I believe, marked as  
14 Exhibits 13 and 14?

15 A. Correct.

16 Q. Would you please look at those.

17 A. (Complying.) Yes.

18 Q. Do those cartons -- let me ask you  
19 this first. Are there any products with those  
20 cartons?

21 A. Are there products? Yes, there are  
22 products inside. When the cartons come in, there  
23 are products in there, yes.

24 Q. No. No.

25 The ones that you have right there in

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front of you, do they have products inside them?

A. No. They are empty cartons.

Q. They are empty cartons?

A. Yes.

Q. Do the cartons list any ingredients?

A. Yes.

Q. Would you look at Number 13, which is the Cream Plus.

A. Yes.

Q. (Continuing) What ingredients are listed?

A. Hydroquinone.

MR. DENNISON: Hydroquinone. You got that?

[Whereupon, the requested portion of the record was read.]

Q. Anything else?

A. Yeah.

Water -- the document actually speaks for itself. There's many -- there's twenty different ingredients.

MR. DENNISON: He doesn't have the copy.

A. Water --



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2 MR. DENNISON: Let me read it to you  
3 for the sake, if I might. Would you like  
4 me to read them to you?

5 MR. ROGERO: Yes, please.

6 MR. DENNISON: It says (reading)  
7 Composition -- this is on the side panel --  
8 water, glycerol, monostearate,  
9 monopropylene, glycol, cetearyl alcohol --  
10 are you still there?

11 MR. ROGERO: Yes, I am.

12 MR. DENNISON: Okay. I heard some  
13 noise.

14 (Continuing) Mineral oil, cetyl  
15 palmitate, perfume, hydroquinone two  
16 percent, dimethicone, sodium lauryl  
17 sulfate, octyl dimethyl, P.A.B.A. -- with  
18 periods after it -- sodium metabisulphate,  
19 ascorbic acid, E.D.T.A. -- with periods  
20 after it -- and propyl paraban.

21 That's the list of the composition.

22 MR. ROGERO: Thank you, Mr. Dennison.

23 Q. Mr. Aini, have you conducted any  
24 tests or had any analysis done to determine that  
25 those are, in fact, the ingredients of that

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1  
2 product?

3 A. No.

4 Q. Would you please look at Exhibit 14,  
5 the soap container.

6 A. Yes.

7 Q. Does that list ingredients?

8 A. Yes, it does.

9 Q. What ingredients are listed?

10 MR. DENNISON: Let me give this for  
11 him. It says (reading) Soap with 3 cc  
12 Irgasan, I-R-G-A-S-A-N, DP 300, Allantoin,  
13 A-L-L-A-N-T-O-I-N, and vitamin E. That's  
14 all that's listed there.

15 MR. ROGERO: Thank you.

16 Q. Mr. Aini, did you bring those cartons  
17 with you today to the testimony?

18 A. No.

19 Q. Who brought them?

20 A. They were sent to the lawyer's  
21 office, and he brought them with him.

22 Q. Who sent them to the lawyer's office?

23 A. Florida.

24 Q. Had you ever seen those particular  
25 cartons before today?

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2 A. Yes.

3 Q. How do you know what they are?

4 A. How do I know what they are? The  
5 package speaks for itself.

6 Q. You just looked at the package and  
7 you assumed that those are the cartons in which  
8 the products are sold; is that correct?

9 A. Yes.

10 Q. Okay. Is there a carton for Omic Gel  
11 there with you today?

12 A. No, it's not.

13 Q. Why not?

14 A. I don't know.

15 Q. Okay. Mr. Aini, who are the  
16 principals of Tex International?

17 A. Tex International is Symcha Horowitz,  
18 Joseph -- no. I think it was at that time Elie  
19 Klinger, E-L-I-E K-L-I-N-G-E-R. Those are the  
20 owners of that company, but it's not existence  
21 anymore right now. It's I.B.E.

22 Q. Okay. May I refer you to Exhibit 1,  
23 the Petitioner's Exhibit 1, the first invoice  
24 that you identified.

25 A. (Perusing.)

1 J. AINI - CROSS

2 Q. Was it your testimony that you  
3 prepared that invoice yourself?

4 A. You know, it's been 10 years, but it  
5 looks like.

6 Q. Okay. I think you described it as  
7 handwritten. Is the entire invoice handwritten  
8 or are there any printed portions?

9 A. There is some printed portions where  
10 the checks were made.

11 Q. Okay. Is there a heading on that  
12 invoice?

13 A. Yes. It's Zuri International.

14 Q. It's from Zuri International, which  
15 was your company at that time; is that correct?

16 A. Correct.

17 Q. And that's dated in May of 1994?

18 A. Correct.

19 Q. The Omic products that were described  
20 on there, did you see them at that time?

21 A. No, I did not.

22 Q. How do you know that they were --  
23 those Omic products were shipped to Tex  
24 International?

25 A. Very easily. They were paid for. If

1 J. AINI - CROSS

2 it wasn't shipped, it wouldn't be paid.

3 Q. On what do you base the statement  
4 that they were paid for?

5 A. The bottom statement clearly notes  
6 the checks that's referenced and the check  
7 numbers and the dates --

8 Q. All right.

9 A. -- and the stamp.

10 Q. Those notations on that invoice, did  
11 you make those as well?

12 A. No, I did not.

13 Q. Who made them?

14 A. Tex International did.

15 Q. Oh, okay.

16 So where did you obtain this  
17 document?

18 A. I had it.

19 Q. Pardon me?

20 A. I had it in my files.

21 Q. For how long?

22 A. For how long?

23 Q. Yes.

24 A. Since its inception.

25 Q. Now, you would have prepared this

J. AINI - CROSS

1 invoice presumably in 1994; is that correct?

2 A. Correct.

3 Q. But there are stamps or notations on  
4 there about checks being paid that you say was  
5 made by Tex International after that date?

6 A. Correct.

7 Q. So how did you get the invoice with  
8 those notations on it?

9 A. They gave it to me back with the  
10 check.

11 Q. Okay. Did you see the checks?

12 A. Yeah. I cashed them, too.

13 Q. How do you know that those goods were  
14 delivered, other than the fact that you received  
15 payment?

16 A. Well, if it wasn't delivered, David,  
17 it would be very easily noted on this invoice and  
18 deducted for. They would never pay for something  
19 not delivered.

20 Now, this document and these checks  
21 go back ten years. So there's no question that  
22 the goods were delivered.

23 Q. How were the goods -- physically, how  
24 were the goods delivered to Tex International?  
25

1 J. AINI - CROSS

2 A. They were delivered by container.

3 Q. A container that came directly from  
4 Italy to Miami?

5 A. Correct.

6 Q. So you and your company never handled  
7 this product, right?

8 A. No. I never handled the product  
9 itself. I handled the documentation and the  
10 payment.

11 Q. All right. Have you ever seen  
12 shipping documents related to this particular  
13 shipment?

14 A. Yes.

15 Q. Do you have copies of those  
16 documents?

17 A. What? Repeat your question, sir.

18 Q. Do you have copies? Do you have  
19 possession of copies of the shipping documents  
20 relating to this shipment?

21 A. Well, I do have one document in hand  
22 that Tex International sold some of these  
23 products to another entity and this is a shipping  
24 document actually.

25 Q. My question is regarding the shipment

J. AINI - CROSS

of these products to Tex International in Miami.

A. No. I don't have the documents at hand right now, no.

Q. So your statement that these products were delivered to Tex International in Miami is based upon the fact that you received payment for these goods; is that correct?

A. Right, and they shipped part of these goods out with a shipping company out of the country, which I have a document from a shipping company.

Q. Where were they shipped?

A. They were shipped to Milan, Italy to another company called Duwin Pharmaceutical.

Q. Mr. Aini, let me make sure I understand this. What you're saying is that these products --

A. Some of them. Some of them, sir.

Q. All right. But the products that are listed on this invoice were shipped from Milan, Italy or a port in Italy to Miami and then a portion were shipped back to Milan?

A. Some of it, yes, nine cartons of it.

Q. What portion of the Omic products



1 J. AINI - CROSS

2 were shipped back, if any?

3 A. I don't recall how many exactly, but  
4 it says over here on this document nine cartons  
5 of it were shipped.

6 Q. It says, what? I'm sorry.

7 A. Nine cartons of Omic were shipped.  
8 Nine cartons, sir.

9 Q. Okay. How do you know that's only a  
10 portion of the Omic products?

11 A. Because the case packed is 600 in a  
12 box, if I recall correctly off the top of my  
13 head, or 540 -- 540 pieces in a box; and what was  
14 shipped was 6,000 pieces, which is about twelve  
15 cases, give or take.

16 Q. Okay. How many again were shipped  
17 back to --

18 A. Nine.

19 Q. Nine.

20 A. And I have --

21 Q. So that leaves three cartons, give or  
22 take, that were retained by Tex International?

23 A. Correct.

24 Q. What did Tex International do with  
25 those products it retained?

1 J. AINI - CROSS

2 A. Sold them, I guess.

3 Q. Are you guessing?

4 A. Well, they have no -- I don't have  
5 any documents of their sales in 1994. I have  
6 what I sold them, but I don't think that they  
7 would keep products for ten years without selling  
8 them.

9 Q. Okay. But do you have any personal  
10 knowledge that the products bearing the Omic mark  
11 shipped in May of 1994 were distributed by Tex  
12 International?

13 A. Personal knowledge? No.

14 Q. Okay. Were there any shipments of  
15 Omic products to anyone in the U.S. prior to that  
16 date?

17 A. Not that I recall offhand, but it  
18 could be because we are going back ten years and  
19 it could be, but it would be -- repeat it again?

20 Q. You do not have any documents in  
21 front of you that reflect any earlier sales, do  
22 you?

23 A. No, but what does happen is that I do  
24 take samples of products when -- few rolls --  
25 when I do go to Italy, and I do take it back into

J. AINI - CROSS

the U.S. for consumption in my retail store.

Q. Take a look, please, at Petitioner's Exhibit Number 2.

A. (Complying.) Yes.

Q. Did you prepare that invoice?

A. No.

Q. Who prepared it?

A. Esapharma in Italy.

Q. It was prepared in Italy?

A. Yes.

Q. How did you happen to have a copy of it?

A. Oh, they give it to me.

Q. Okay. In June of 1995, they gave it to you?

A. Correct.

Q. Were these products identified in this invoice shipped directly from Italy to Premiere Wholesale?

A. Yes, they were.

Q. Do you have in your possession any shipping documents reflecting that?

A. Not off -- at hand right now, no.

Q. Do you have any personal knowledge

1 J. AINI - CROSS

2 that those goods were actually received by  
3 Premiere Wholesale in June of 1995?

4 A. Yes.

5 Q. What do you base that knowledge on?

6 A. That the product was paid for. It's  
7 clearly marked on the invoice "paid."

8 Q. Who marked it paid?

9 A. Italy did.

10 Q. Someone at Pramil in Italy?

11 A. Correct.

12 Q. Someone acting under your  
13 supervision?

14 A. My supervision?

15 Q. Yes.

16 A. No. It's under their supervision.

17 Q. Under their supervision. Not under  
18 yours, right?

19 A. No. Well, the customer paid for  
20 it -- actually, the customer was my brother's  
21 company -- sent them the transfer, and they  
22 marked it paid and they give it back. The whole  
23 transaction was under my supervision actually.

24 Q. Did you ever see the checks that paid  
25 for that shipment?

1 J. AINI - CROSS

2 A. No. It's not paid by check. It's  
3 paid by transfers.

4 Q. Did you ever see any documents  
5 relating to the transfers?

6 A. At the time I think I remember  
7 helping preparing the documents but -- to  
8 transfer -- but no.

9 I didn't see it recently, no, if  
10 that's your question.

11 Q. Do you base your statement that these  
12 goods were paid for entirely upon the notation  
13 that's on that invoice?

14 A. No.

15 Q. Do you have any other basis for your  
16 knowledge about the payment for those goods?

17 A. Yes.

18 Q. What is your other knowledge?

19 A. My knowledge is that the goods were  
20 paid and if they wasn't paid, the merchandise  
21 would never be received.

22 Q. Do you know that the merchandise was  
23 received by Premiere Wholesale?

24 A. Yes.

25 Q. How do you know that?

J. AINI - CROSS

1 A. I saw that merchandise.

2 Q. You saw that merchandise?

3 A. Yes.

4 Q. And you remember sitting here today  
5 that in June of '95, you saw that merchandise at  
6 the premises of Premiere Wholesale?

7 A. Not one particular shipment, but I do  
8 remember they were getting merchandise because  
9 they did it a few times.

10 Q. Please, take a look at Exhibit Number  
11 3 --

12 A. (Complying.)

13 Q. -- Petitioner's Exhibit 3.

14 A. Uh-huh.

15 Q. Is that the invoice dated in  
16 February of '96?

17 A. Yes.

18 Q. Who prepared that invoice?

19 A. Esapharma.

20 Q. In Italy?

21 A. Yes.

22 Q. Were those products delivered to  
23 Premiere?

24 A. Yes.

1 J. AINI - CROSS

2 Q. How do you know that?

3 A. Because it has on the bottom of the  
4 page the signature of the products, and it's  
5 stamped by the company that the goods went out.

6 Q. Who put that stamp there?

7 A. Pramil Esapharma.

8 Q. Were those goods paid for?

9 A. Yes.

10 Q. How do you know that?

11 MR. DENNISON: I think it's been  
12 asked and answered.

13 A. They would never receive the goods,  
14 if it wasn't paid for. In fact, there's a  
15 discount involved. The goods were a little bit  
16 discounted.

17 Q. How do you know there was a discount;  
18 do you see that on the invoice?

19 A. Yes.

20 Q. So based upon what's on the invoice,  
21 you reached the conclusion that the goods were  
22 shipped, the goods were paid for, and a discount  
23 was taken?

24 A. Yes.

25 Q. Okay.

1 J. AINI - CROSS

2 A. (Continuing) And the signature of --  
3 on the bottom that goods went out.

4 Q. All right. What did Premiere do with  
5 the Omic products that it received, as shown on  
6 the invoices marked Exhibits 2 and 3?

7 A. It sold them.

8 Q. It sold them to, whom?

9 A. To various customers they have.

10 Q. Who were those customers?

11 A. I don't know who were the customers.

12 Q. Do you know any of the customers?

13 A. I do know one or two customers, yes.

14 Q. What are their names?

15 A. One of them is a Kang, K-A-N-G. One  
16 of them is an African woman called Bisi Dogbe,  
17 B-I-S-I D-O-G-B-E. Those are the two I know off  
18 the top of my head that were customers of  
19 Premiere.

20 Q. Where are those two customers  
21 located?

22 A. One of them is moved. She was doing  
23 distributing of product. One of them is in --  
24 he's still in business under a company called New  
25 King Cosmetics.



1 J. AINI - CROSS

2 Q. Where is that?

3 A. In Queens, New York.

4 Q. Hello?

5 A. In Queens, New York.

6 Q. What kind of business is New King  
7 Cosmetics?

8 A. A distributor of cosmetics and food  
9 products.

10 Q. Do they operate retail stores?

11 A. No. They distribute products to  
12 retail products.

13 Q. To whom did King or Kang distribute  
14 these Omic products?

15 A. They have several hundred stores that  
16 they sell to; food products and cosmetic products  
17 in the metropolitan area.

18 Q. Do you have any personal knowledge  
19 that these Omic products were actually sold in  
20 retail stores in 1995?

21 A. Oh, yes.

22 Q. How do you know that?

23 A. We had them in our own -- in my own  
24 retail store.

25 Q. Where is your retail store?

1 J. AINI - CROSS

2 A. Home Boys International.

3 Q. Where did Home Boys obtain the  
4 product that it was selling under the Omic mark?

5 A. That depends at the time of the --  
6 depends on the time.

7 Q. Okay. In 1995?

8 A. 1995? It could have been from  
9 Premiere Wholesale or whoever -- whoever had the  
10 product actually. And I did get, like I said  
11 prior, when I did visit him in '94 and '96, I did  
12 get products from him like about a few packs, and  
13 I sold it in my retail store.

14 Q. Is it your testimony that in 1995,  
15 Home Boys acquired Omic branded products from  
16 Premiere Wholesale?

17 A. No. I didn't say that.

18 I said whoever had it at the time.  
19 It could have been Premiere Wholesale. It could  
20 have been from myself when I went over there to  
21 pick up goods.

22 Q. I see.

23 A. (Continuing) I didn't say that.

24 Q. Would you please look at Exhibit 4,  
25 Petitioner's Exhibit 4.

1 J. AINI - CROSS

2 A. (Complying.) Yes.

3 Q. This agreement is between Esapharma  
4 and whom?

5 A. I.C.E. Marketing.

6 Q. I.C.E. Marketing?

7 A. Uh-huh.

8 Q. And that's your company?

9 A. Correct. It's not my company. It's  
10 a company that I'm secretary and my brother  
11 Michael owns it.

12 Q. Oh, I see.

13 A. I don't own the company, no.

14 Q. So you're an officer of that company?

15 A. Yes. I'm secretary.

16 Q. It is that company that is the  
17 exclusive agent for Esapharma in the U.S., Canada  
18 and the Caribbean?

19 A. Correct.

20 Q. Please look at Exhibit 5.

21 A. (Complying.) Yes.

22 Q. This is a letter in January of '96  
23 from -- under Esapharma letterhead; is that  
24 correct?

25 A. Correct.

1 J. AINI - CROSS

2 Q. It identifies or you said it conveyed  
3 a Power of Attorney; is that correct?

4 A. Yes.

5 Q. Who is the attorney, in fact, that is  
6 empowered by that document?

7 A. Jacob Aini and Michael Aini.

8 Q. I'm sorry?

9 A. Jacob Aini and Michael Aini.

10 Q. Individually?

11 A. Yes -- and/or.

12 Q. And/or Michael?

13 A. Yes.

14 Q. Was it your testimony that that Power  
15 of Attorney remains in effect today?

16 A. Yes.

17 Q. Okay. Look at Petitioner's  
18 Exhibit 6.

19 A. (Complying.) Correct.

20 Q. This is a letter dated January of  
21 2000 under Esapharma letterhead?

22 A. No. It's October 25, 2000.

23 Q. I'm sorry, I have the wrong date.  
24 What is it; October --

25 A. 25th, 2000.

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1  
2 Q. Is it signed?

3 A. Yes.

4 Q. By Sottocorno?

5 A. Correct.

6 Q. The information that's contained in  
7 that letter, do you have any personal knowledge  
8 about that information?

9 A. What do you mean by that?

10 Q. Well, other than Sottocorno telling  
11 you the information that's included in that  
12 letter, do you have any other independent source  
13 of those facts?

14 MR. DENNISON: If I may interject,  
15 the only information -- it's a very short  
16 little document -- the only information is  
17 that (reading) We, Pramil, own the rights  
18 for the trademarks Movate, Omic Plus, Regge  
19 Lemon and Topsone.

20 There's no other information in  
21 there, other than their allegation that  
22 they own the rights for the trademarks.

23 MR. ROGERO: Uh-huh, okay.

24 Q. My question to Mr. Aini is this:

25 Other than Mr. Sottocorno's statement in that

J. AINI - CROSS

1  
2 letter, do you have any other basis upon which  
3 you would know that Esapharma owns those  
4 trademarks?

5 A. Yes.

6 Q. What is that?

7 A. Well, when I had a conversation with  
8 Michel Farah, your client, he told me that prior  
9 to this meeting in Italy, he told me that the  
10 trademark is owned by a company called Edkenn or  
11 Eddikenn (phonetic) and Edkenn gave him the  
12 rights in the U.S. and other -- in Europe and  
13 other countries.

14 So when I went to Italy, I confronted  
15 Esapharma on that and he goes, wait a minute.  
16 How could that be? Edkenn is a client of ours in  
17 Africa, and he showed me the invoices of Edkenn  
18 Pharmaceuticals. I don't know exactly -- I don't  
19 remember their name.

20 And I told him because of this, I  
21 might have -- his defense is that Edkenn is the  
22 client, and he gave Michel the rights to produce.  
23 I told him give me a clear letter telling me that  
24 you do own the product and you didn't authorize  
25 Michel and any other party to produce these

1 J. AINI - CROSS

2 products for you, and that's where this letter  
3 came from.

4 Q. Mr. Aini, do you believe that the  
5 statement is true that Pramil Esapharma owns the  
6 trademark Omic?

7 A. Yes.

8 Q. You base that upon this letter and  
9 upon a statement made to you by Mr. Sottocorno;  
10 is that correct?

11 A. More than that. When I was in Italy,  
12 like I told you, I saw the invoices of -- of  
13 Edkenn, which is the client of -- his client.  
14 And when I met with Michel in his factory in  
15 England at that time, he told me that he got it  
16 from Edkenn. That's why I asked him --  
17 Sottocorno -- to give me that.

18 Q. This is what he told you and this is  
19 what he put in the letter; is that correct?

20 A. He told me and he showed me that  
21 Edkenn is his client.

22 Q. Okay.

23 A. (Continuing) In Nigeria only, by the  
24 way. He sells millions of pieces into other  
25 countries; in example, Zaire.

1 J. AINI - CROSS

2 Q. Is there anything else upon which you  
3 base your belief that Pramil Esapharma owns the  
4 trademark Omic?

5 A. Yeah.

6 Q. What else?

7 A. I have a document from him from the  
8 Italian Ministry and it clearly states that  
9 Esapharma is the owner of the mark of Omic; and  
10 the document is dated May 12, 1994, if you want a  
11 copy of it.

12 Q. What is that document; is it a  
13 registration?

14 MR. DENNISON: It's an Italian  
15 registration.

16 Q. That was my next question, Mr. Aini.  
17 Are you aware of any registrations of the mark  
18 Omic by Pramil Esapharma?

19 A. I have it in my hand.

20 Q. The one in Italy?

21 A. Yes -- well, he did it in Italy.

22 Q. Pardon me?

23 A. Yes. It's in Italy.

24 MR. ROGERO: Can we mark that as an  
25 exhibit or a copy of it, please.



1  
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MR. DENNISON: I don't quite understand what the purpose of this is as a defense exhibit. I did not introduce it because it doesn't have to do with U.S. rights specifically.

MR. ROGERO: Well, Mr. Aini has now testified from that document and cited it as a basis for his statement that Pramil is the owner of the mark. So I would like to have that document marked as an exhibit, please.

MR. DENNISON: Well, I'm not sure if we have a complete document to even give you here. I've got bits and pieces of Xeroxed prints. I would have to look at it in greater detail to see for sure what it is.

I think his statement was that he had other reasons, other than the fact that he was told by Esapharma that they owned exclusive rights, and one of them was this document that allegedly is a trademark registration in Italy.

Q. Mr. Aini, this document that you

1 J. AINI - CROSS

2 referred to, did you bring it with you to the  
3 deposition today?

4 A. Well, I had it in my files.

5 Q. Did you bring it with you?

6 A. No. The documents that we were  
7 testifying, my lawyer brought with me. I brought  
8 this with me prior to show it to my lawyer only.

9 Q. Okay. Where did you get it?

10 A. From Esapharma.

11 MR. ROGERO: Can we please mark  
12 whatever document he has been referring to  
13 as an exhibit?

14 MR. DENNISON: Well, again, I object  
15 to it on the grounds that it's irrelevant  
16 to any rights in the United States  
17 specifically.

18 MR. ROGERO: Well, then his testimony  
19 is irrelevant. You know, please, mark the  
20 exhibit and you can preserve your  
21 objection.

22 MR. DENNISON: I'm not going to  
23 produce it because I'm not sure it's a full  
24 and complete document, and it's all in  
25 Italian and I have not translated it.

1 J. AINI - CROSS

2 MR. ROGERO: Then I will move to  
3 strike all of Mr. Aini's deposition  
4 testimony concerning that document.

5 MR. DENNISON: That's fine. I have  
6 no objection to that.

7 Q. Mr. Aini, is there anything else upon  
8 which you base your belief that Pramil Esapharma  
9 is the owner of the mark Omic?

10 A. Other than the customer -- the  
11 invoices that I told you that he showed me that  
12 Michel claimed that he got the trademark from?  
13 Other than that and him telling me so and I see  
14 that the product being produced there and  
15 Esapharma selling it all over the world, no; but  
16 logical sense, he's the owner, no question.

17 Q. Mr. Aini, do you know whether or not  
18 Pramil Esapharma has attempted to register the  
19 mark Omic in any country in the world?

20 A. Other -- no. What I do know is the  
21 United States, Canada and the Caribbean. I don't  
22 know anywhere else, other than that. It's not my  
23 market.

24 Q. All right. Do you know whether  
25 Pramil Esapharma has attempted to register Omic

1 J. AINI - CROSS

2 as a trademark in the United States, Canada or  
3 any Caribbean country?

4 A. No. The only one that when we wanted  
5 to register it, we saw that Michel registered it.  
6 So we are working on the U.S. right now.

7 Q. Mr. Aini, who are the principals, if  
8 you know, of Adolfo House?

9 A. The principal is Adolfo Perez, Sr. --  
10 I mean Jr. now. It was Sr. a while back. Now,  
11 it's his son.

12 Q. Where in Florida are they located?

13 A. They are located in 36 -- well, they  
14 might have moved, but they were located at 3655  
15 Northwest 71st Street -- oh, no. I think they  
16 are there till now. I visited them about two  
17 years ago, I think. They are still there. It  
18 says it on the invoice, sir.

19 Q. Mr. Aini, if you will, look at the  
20 documents marked as Petitioner's Exhibits 7, 8,  
21 9, 10, 11 and 12.

22 A. (Complying.) Yeah.

23 Q. Those are all invoices, correct?

24 A. Yes, various invoices.

25 Q. Are those all invoices prepared by

J. AINI - CROSS

1  
2 Pramil?

3 A. No.

4 Q. Which ones are not?

5 A. Seven, eight and nine.

6 Q. Whose invoice is Exhibit 9?

7 A. They are I.B.E.'s invoices, I.B.E.

8 Florida.

9 Q. Now, what is your connection with  
10 I.B.E. Florida?

11 A. I have no connection, other than they  
12 are customers of Esapharma's in this matter. My  
13 brother Michael is partners with them in the  
14 company.

15 Q. All right. Exhibits 7, 8 and 9, who  
16 prepared those invoices?

17 A. The company itself prepared the  
18 invoices.

19 Q. I.B.E.?

20 A. Yes.

21 Q. With whom you have no connection,  
22 other than they are a customer?

23 A. Right.

24 We asked them for these documents.

25 My brother asked them for these documents to show

1 J. AINI - CROSS

2 sales of Omic, and they gave it to him.

3 Q. How did you happen to have copies of  
4 these invoices 7, 8 and 9?

5 A. My brother gave it to me.

6 Q. In connection with this case?

7 A. Yes.

8 Q. I see. Exhibits 10, 11 and 12, who  
9 prepared those invoices?

10 A. They were done by Esapharma.

11 Q. Italy?

12 A. Yes. And they are marked clearly by  
13 the Customs, these invoices, stamped by the  
14 Customs as the goods left the country.

15 Q. How did you happen to have copies of  
16 these invoices?

17 A. Esapharma sent it to me.

18 Q. When did they send them to you?

19 A. Oh, I don't recall exactly when.

20 Q. Was Exhibit 10 sent to you in 1996?

21 A. On or about that time, yes.

22 Q. Okay. Look at Exhibit 15, please,  
23 the computer printouts.

24 A. (Complying.) Yes.

25 Q. Who prepared those?

1 J. AINI - CROSS

2 A. A company in Florida, I.B.E.

3 Q. The company that you have no  
4 connection with, right?

5 A. The company that my brother's a  
6 partner and they are the distributors in Florida,  
7 and right now they are the importers of  
8 Esapharma's products.

9 Q. When were these printouts provided to  
10 you?

11 A. In August of '04.

12 Q. This last month?

13 A. Yes.

14 Q. Okay. Do you know the particular  
15 employee of I.B.E. who caused these printouts to  
16 be printed?

17 A. Yes.

18 Q. Who is that?

19 A. Valentine last name is Serber,  
20 S-E-R-B-E-R.

21 Q. Under whose direction did he make  
22 those printouts?

23 A. Under my brother Michael and lawyer's  
24 direction.

25 Q. Other than the fact that you know how

1 J. AINI - CROSS

2 these printouts were prepared, do you have any  
3 personal knowledge about the accuracy of the  
4 information that's contained in them?

5 A. No. Again, they are invoices  
6 prepared from the company after the goods are  
7 picked to be shipped. So if the goods were not  
8 shipped, they would not be invoices.

9 Q. Okay. That's a reasonable assumption  
10 on your part; is that correct?

11 A. Not only reasonable. I actually saw  
12 that in progress a few times when I'm down there.

13 Q. Okay. So are there particular items  
14 listed on there that you could verify from your  
15 personal observation?

16 A. They are all -- all of these are  
17 references of invoices that have Omic sales on it  
18 and the quantities and dates.

19 Q. Those are invoices that were prepared  
20 by I.B.E.?

21 A. Yeah, after the goods were picked.

22 Q. I see. Just give me a minute. I may  
23 have a couple of more questions.

24 Mr. Aini, at the present time, which  
25 products are available from Pramil Esapharma for



1 J. AINI - CROSS

2 import in the United States under the mark Omic?

3 A. Repeat it again. Repeat your  
4 question.

5 Q. At the present time, what products  
6 under the Omic mark are available from Pramil for  
7 importation into the United States?

8 A. A lot of different products.

9 Q. What are they?

10 A. Omic gels, creams, soaps and lotions,  
11 but I don't know if the lotions we started  
12 marketing it in this country yet. I know we --  
13 the lotions I think that they are being  
14 distributed right now in Europe and in Africa.  
15 We didn't sell it in the U.S. as of yet, no.

16 Q. Is Omic Gel currently being  
17 distributed in the United States?

18 A. Omic Gel, yes, as a cosmetic through  
19 us and as a cream through us.

20 As a pharmaceutical, through various  
21 entities that are buying it in Africa and  
22 bringing it back in luggages.

23 Q. It's your testimony that the product  
24 that's sent to the United States is different  
25 from the product that's distributed in Africa?

1 J. AINI - CROSS

2 A. Trade dress only -- I mean  
3 formulations only. Trade dress is the same.

4 Q. The formulation of the product is  
5 different --

6 A. Correct.

7 Q. -- is that correct?

8 A. Correct, but the trade dress is the  
9 same.

10 Q. When did Pramil change the  
11 formulation of the Omic Gel for distribution in  
12 the United States?

13 A. In the early '90s. A few months  
14 after he started producing the products for  
15 Africa, he started -- when they were selling to  
16 us directly. At its inception.

17 Q. I'm sorry?

18 A. At its inception.

19 Q. So is it your testimony that all of  
20 the product imported by Pramil into the U.S. for  
21 distribution here was not the pharmaceutical  
22 formulation?

23 A. Correct. I do not know any of the  
24 pharmaceutical formulations that are marketed  
25 here through Pramil directly.

1 J. AINI - CROSS

2 Q. Does Pramil Esapharma claim ownership  
3 of the mark Omic Plus?

4 A. Yes, absolutely.

5 Q. I take it then it also claims  
6 ownership of the mark Omic?

7 A. Yeah. There's no difference in the  
8 trade dress, sir. The only difference is a  
9 little sticker that says "plus." I mean, it's  
10 ridiculous to think it's otherwise. I mean, if I  
11 put on Yves St. Laurent the word "extra," it's  
12 still Yves St. Laurent's mark.

13 Q. My question to you is what is the  
14 mark, what is the trademark in which Pramil  
15 claims ownership; is it Omic, is it Omic Plus or  
16 is it both?

17 A. Both.

18 Q. Okay. Mr. Aini, to your knowledge,  
19 have any shipments of Omic product into the U.S.  
20 been refused entry or seized?

21 A. Not that I know of.

22 Q. Mr. Aini, are you aware of any  
23 confusion on the part of members of the public  
24 between the Pramil imports bearing the marks Omic  
25 or Omic Plus and products distributed by

1 J. AINI - CROSS

2 Mr. Farah under the mark Omic Plus?

3 MR. DENNISON: Objection. I don't  
4 think it's proper cross-examination. No  
5 issues regarding that were brought up  
6 during direct.

7 THE WITNESS: Should I answer?

8 MR. DENNISON: No.

9 MR. ROGERO: Does the witness have an  
10 answer to the question?

11 THE WITNESS: No.

12 Q. No answer or is "no" the answer?

13 A. The answer is what my lawyer says.

14 MR. DENNISON: It's improper cross.  
15 It's beyond the scope of the direct.

16 Q. Mr. Aini, do you know how the mark  
17 Omic was first devised?

18 A. No, I don't.

19 Q. Do you know if the mark Omic has any  
20 particular meaning?

21 A. Well, not to me. Maybe to Roberto.  
22 I never asked him.

23 Q. Do you know if it is an acronym?

24 A. I don't know what that word means.

25 Q. In other words, that the letters

1 J. AINI - CROSS/REDIRECT

2 O-M-I-C are initials for some words or phrases?

3 A. No, I don't. I never heard that  
4 before.

5 Q. Mr. Aini, do you know of anyone else  
6 that is using the mark or the words Omic or the  
7 words Omic Plus as trademarks?

8 A. Besides Michel?

9 Q. Yes.

10 A. No. Besides Esapharma -- the source  
11 of Esapharma and Michel, I don't believe anybody  
12 else produced the product Omic. I never saw it  
13 in my trips.

14 Q. Right.

15 MR. ROGERO: I have no further  
16 questions on cross.

17 MR. DENNISON: Okay. A few on  
18 redirect.

19 REDIRECT EXAMINATION

20 BY MR. DENNISON:

21 Q. Turning to Exhibit, Registrant's  
22 Exhibit Number 1, which is this 29-page printout  
23 from the Internet, I call your attention to page  
24 14, which talks about Omic Gel Esapharma.

25 A. Yes.

1 J. AINI - REDIRECT

2 Q. Do you see that?

3 A. Yes.

4 Q. Is it your testimony that Pramil, to  
5 the best of your knowledge, never exported into  
6 the United States any Omic Gel that contain this  
7 fluocinonide?

8 A. Right.

9 Q. Turning to the following page 15 of  
10 that exhibit --

11 A. Yes.

12 Q. -- there seems to be a listing under  
13 Mitchell International Pharmaceuticals, Limited.  
14 Do you see that?

15 A. Yes.

16 Q. Do you know who Mitchell  
17 International is?

18 A. Yeah. That's his client, Michel  
19 Farah. I visited him.

20 Q. You're familiar with his company?

21 A. Yes, I am.

22 Q. Are they listed as an exporter also  
23 of Omic Gel?

24 A. Correct. Yes, in fact the word  
25 Edkenn --

1 J. AINI - REDIRECT

2 MR. DENNISON: That's E-D-K-E-N-N.

3 A. -- is the client that I referred to  
4 that Michel said that he produced it for. That's  
5 why I wanted the letter from Esapharma stating  
6 that he never gave any permission for Edkenn or  
7 anybody to produce the products, other than him,  
8 in the year 2000.

9 But what's funny enough is the same  
10 thing that he's -- Mr. Rogero's document actually  
11 has Omic made by Michel and it has the product  
12 fluocinonide before.

13 Q. Both companies are listed in the same  
14 document; is that correct?

15 A. Yeah. In fact, it has the  
16 distributor of Roberto in Nigeria, and Michel's  
17 product has actually the name of the distributor.  
18 So it just goes into the line of why the page  
19 that Roberto gave me says that he never  
20 authorized Edkenn or Michel to produce the  
21 product because of that confusion that he had --  
22 he told me. That's why I asked him to give me a  
23 formal letter on that.

24 Q. Okay.

25 MR. DENNISON: I give the reporter a

J. AINI - REDIRECT

shipping document and ask that it be identified as Petitioner's Exhibit 16 for identification. I only have one copy of this.

[The document was hereby marked as Petitioner's Exhibit 16 for identification, as of this date.]

Q. Please, take a look at that exhibit for me (handing).

A. Yes.

Q. You testified on cross-examination with regard to certain shipments to Tex International?

A. Correct.

Q. And there was some confusion about the product being sent again back to Italy?

A. Correct.

Q. Do you recall that?

A. Yes.

Q. Can you tell me what this document is?

A. This document is a shipping line Bill of Lading that clearly states the date of the consignment leaving Florida, which is



1 J. AINI - REDIRECT.

2 December 22, 1995, and it describes the nine  
3 cartons of Omic Cream being sold from Tex to  
4 Duwin International in Italy. This document  
5 claims that -- it's a shipping line document,  
6 proof that Tex shipped and sold nine cartons of  
7 Omic Cream to Duwin International, a customer in  
8 Italy.

9 MR. DENNISON: I have no other  
10 questions.

11 MR. ROGERO: Nothing further.

12 MR. DENNISON: Okay. Very good. We  
13 will get the transcript within 30 days and  
14 I'll send that down to you after signature  
15 with copies of the exhibits and then we  
16 will wait and hear from you.

17 MR. ROGERO: Would you be kind enough  
18 to send copies of the exhibits to me ahead  
19 of time, ahead of the transcript?

20 MR. DENNISON: Yes. We can do that.

21 MR. ROGERO: Okay.

22 MR. DENNISON: We can do that.

23 MR. ROGERO: Thank you.

24 MR. DENNISON: Now, there are still  
25 several items that are hanging fire in this

1  
2 case that were never attended to, one of  
3 which being the Protective Order, which I  
4 assume at this point is a little too late  
5 to be of much significance, and the other  
6 are these written interrogatories to be  
7 answered by Pramil Italy which were never  
8 taken. I assume that's a dead issue, also?

9 MR. ROGERO: I think since the  
10 discovery period is now closed, I would say  
11 so, yes.

12 MR. DENNISON: That's all I have.  
13 The deposition will be closed at this time.

14 MR. ROGERO: Thank you.

15 (Time Noted: 12:20 p.m.)  
16  
17  
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## A C K N O W L E D G M E N T

I, JACOB AINI, hereby certify that  
I have read the transcript of my testimony  
taken under oath in my deposition of  
September 15, 2004; that the transcript is  
a true, complete and correct record of what  
was asked, answered and said during this  
deposition, and that the answers on the  
record as given by me are true and correct.

  
JACOB AINI

Subscribed and sworn to  
before me this 21 day  
of Oct. 2004.

  
NOTARY PUBLIC

*My Attest Over Court*

Jack Kolacz  
Notary Public, State of New York  
No. 01KO6020844  
Qualified in Kings County  
Commission Expires March 08, 2007

## I N D E X

WITNESS	DIRECT	CROSS	REDIRECT
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J. Aini	4	45	91
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## E X H I B I T S

PETITIONER'S	DESCRIPTION	I.D.
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1	Document	17
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2	Document	20
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3	Document	23
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4	Document	24
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5	Document	27
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6	Document	28
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7	Document	29
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8	Document	31
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9	Document	32
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## E X H I B I T S

PETITIONER'S	DESCRIPTION	I.D.
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10	Document	33
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11	Document	35
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12	Document	36
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13	Carton	38
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14	Carton	41
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15	Documents	43
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16	Document	94
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REGISTRANT'S	DESCRIPTION	I.D.
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1	Documents	50
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## C E R T I F I C A T E

STATE OF NEW YORK )

SS:

COUNTY OF NEW YORK )

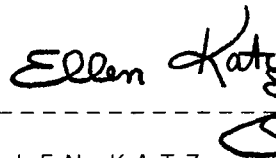
I, ELLEN KATZ, a Shorthand Reporter and  
Notary Public in and for the State of New York,  
do hereby certify:

That the testimony of JACOB AINI was held  
before me at the aforesaid time and place.

That said witness was duly sworn before the  
commencement of the testimony and that the  
testimony was taken stenographically by me and is  
a true and accurate transcription of my  
stenographic notes.

I further certify that I am not related to  
any of the parties to the action by blood or  
marriage and that I am in no way interested in  
the outcome of this matter.

IN WITNESS WHEREOF, I have hereunto set my  
hand this 16th day of September, 2004.



ELLEN KATZ, RPR, CRR

## E R R A T A   S H E E T

DEPOSITION OF: JACOB AINI

RE: PRAMIL S.R.L. v. FARAH

DATE TAKEN: SEPTEMBER 15, 2004

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*[Signature]*  
JACOB AINI

Subscribed and sworn to  
before me this 21 day  
of Oct, 2004.

Jack Kolacz  
Notary Public, State of New York  
No. 01KO6020844  
Qualified in Kings County  
Commission Expires March 08, 2007

*[Signature]*  
NOTARY PUBLIC

*[Signature]*  
Mc State Queens County

A			
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**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**  
**BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD**

PRAMIL S.R.L. (ESAPHARMA)	]	
	]	
Petitioner,	]	
	]	
vs.	]	Cancellation No. 92032341
	]	
MICHEL FARAH,	]	
	]	
Registrant.	]	
	]	

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**NOTICE OF TAKING TESTIMONY DEPOSITION**

Please take notice that the attorney for the Petitioner, Pramil S.R.L. (Esapharma), will take the trial testimony deposition of Jacob Aini, an agent and distributor of Petitioner corporation. The deposition will be taken pursuant to 37 C.F.R. §2.123 and Rule 30 of the Federal Rules of Civil Procedure.

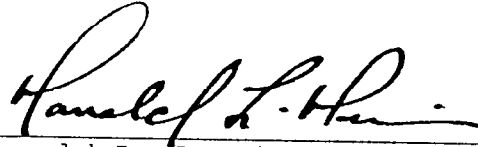
The deposition will commence at 10:00 AM on Wednesday September 15, 2004 and will continue from day to day until complete. The deposition will be taken at the offices of



Alliance Reporting, Inc., located at Suite 503, 189 Montague Street, Brooklyn, NY 11201 (phone - 718-237-5631) before a qualified notary or other officer.

You are invited to attend and cross-examine the witness.

August 5, 2004



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Attorney for Petitioner  
Dennison, Schultz, Dougherty  
& Macdonald  
1727 King Street  
Suite 105  
Alexandria, VA 22314  
(703) 837-9600 Ext. 15

### CERTIFICATE OF SERVICE

This is to certify that a copy of the foregoing Notice of Taking Testimony Depositions was sent by first class mail with proper postage affixed, this 5<sup>th</sup> day of August, 2004 to counsel for Registrant, David M. Rogero, Esq., 2600 Douglas Road, Suite 600. Coral Gables, FL 33134.



Donald L. Dennison



Zuri International  
1805 Church Ave.  
Brooklyn, NY 11226

Inc.

INVOICE

Nº 0768

Date: MA-1-13-94-

Sold To: fox int'l Phone: \_\_\_\_\_  
Address: 7845 NW 148st City \_\_\_\_\_ Zip Code \_\_\_\_\_  
Sales Tax # Miami, FL 33016

	Dozen	Unit	Description	Dozen	Amount
I	215	cs	fox gel-	840	180,600
II				-116	160,734
III	14,800	pc	TOPSONE gel- 30gm		
IV	6,000	pc	OMIC gel- plus 30gm		
V	5,000	pc	MOVAP Green - 30gm		
VI	10,200	pc	ACTIVE Deprosinic gel-		
VII	36,000	pc			
VIII	N.S.				
IX					
X					
XI					
XII					
XIII			160,734.00		
XIV			60,734.00 CK # 4689		
XV			Balance 100,000.00		
XVI			50,000.00 CK # 4802		
XVII					
XVIII					
XIX					
XX					

Cancellation #92032341  
Pramil S.R.L. (Esapharma) vs.  
Michel Farah  
Petitioner's Exhibit No. 1

OK

FROM :

04 88/86 14177

PHONE NO. : 17183735508

Aug. 06 2004 02:50PM P3

Cancellation #92032341  
 Pramil S.R.L. (Esapharma) vs.  
 Michel Farah  
 Petitioner's Exhibit No. 2 EK

**ESAPHARMA**

VIA DURAZZO, 5 - 20134 MILANO (ITALY)

OFFICE: VIA DURAZZO, 5 - 20134 MILANO (ITALY)  
TEL. 02/25500014 FAX 02/25500015

CODES: 00102 (10082)

INVOICE N°	106
DATE	14/06/1995
Export N°	
Payment	BY CASH

PREMIER WHOLESALE INC.  
 3008 CHURCH AVENUE  
 BROOKLYN 11266 - NEW YORK  
 U. S. A.

Contracted at your risk and responsibility by

F.O.B. MILAN FORWARDING AGENT WAREHOUSE FOR SHIPMENT

Marks and Numbers	N. and kind of packages	Gross weight (kg)	Net weight (kg)	Measurements
PREMIERE				
1 / 4	N. 4 PALLETI	KG. 1.450	KG. 1.350	
BROOKLYN				

Quantity	Packing	Description of goods	Unit price	Total amount
1.920	ROLLS X 10 TUBES	MOVATE CREAM 30gr	USD 3,70	USD 7.104,00
600	ROLLS X 10 TUBES	TORSENE GEL 30gr	USD 3,40	USD 2.040,00
240	ROLLS X 10 TUBES	OMIC GEL PLUS 30gr	USD 3,40	USD 816,00
240	ROLLS X 10 TUBES	OMIC GEL 30gr	USD 3,40	USD 816,00
F.O.B. MILAN FORWARDING AGENT WAREHOUSE FOR SHIPMENT				USD 10.776,00
				H.B.O.E.

PAID

GOODS OF ITALIAN ORIGIN

Dichiaro, sotto la mia piena e personale responsabilità ed in particolare agli effetti delle vigenti disposizioni valutarie, che il prezzo indicato nella presente fattura, è vero e reale e che pertanto, nessuna altra integrazione in qualsiasi forma e con qualsiasi modalità va a favore o a carico dell'impresa da me rappresentata in relazione all'operazione per cui è stata emessa la fattura stessa, e si rende noto che non è previsto un compenso di intermediazione.

ESAPHARMA S.R.L.

Aug. 06 2004 02:51PM P4



RECEIVED  
AUG - 6 2004  
BY: \_\_\_\_\_

COPIES : 00102 (40082)

14X 018  
08/02/1996

CASH  
 BY TELEX TRANSFER  
 PREMIERE WHOLESALE INC.  
 3008, CHURCH AVENUE  
 BROOKLYN 11226 - NEW YORK / U.S.A.  
 F.O.B. OUR WAREHOUSE

1. Name and Address of Buyer	2. Name and Address of Seller	3. Name and Address of Agent	4. Name and Address of Consignee
PREMIERE 1 / 115 NEW YORK	N. 115 CARTONS KG. 3.220	KG. 3.105	55x39x46

Quantity	Package	Unit of Measure	Item Description	Unit Price	Total Amount
6,000	ROLLS X 10	TUBES	MOVATE CREAM 30gr	USD 4,80	USD 22.800,00
300	ROLLS X 10	TUBES	TOPICONE GEL 30gr	USD 3,50	USD 1.050,00
300	ROLLS X 10	TUBES	OMIC GEL 30gr	USD 3,20	USD 960,00
300	ROLLS X 10	TUBES	OMIC GEL PLUS 30gr	USD 3,20	USD 960,00
					USD 25.770,00
			DISCOUNT.....		USD 770,00
			P.O.B. OUR WAREHOUSE.....		USD 25.000,00

GOODS OF ITALIAN ORIGIN

PRAMIL 5.71

**FAMILIAL**  
**PHENOLIC LACTONATION**

[illegible]


**ESAPHARMA S.R.L.**

 VIA LIBERAZIONE, 65/5 - 20068 PESCHIERA BORROMEO (MI)  
 TEL 02/55303214 - FAX 02/55303214

### AGREEMENT

This agreement made on 15th day of January 1996

Between :

ESAPHARMA s.r.l.  
 Via Liberazione 65/5  
 Peschiera Borromeo (Milan) Italy  
 =====  
 Telfax 55303214  
 (Hereinafter called "The company")

and :

I.C.E. MARKETING INC.  
 5625 Flushing Ave.  
 Maspeth Queen  
 New York / U.S.A.  
 =====  
 (Hereinafter called "The agent")

Opposition No. 122,317  
 Pramit (ESAPHARMA)SRL vs.  
 Mitchell Cosmetics SARL  
 Opposer's Exhibit No. 11

Cancellation #92032341  
 Pramit S.R.L. (Esapharma) vs.  
 Michel Farah  
 Petitioner's Exhibit No. 4 EK

### IT IS HEREBY AGREED AS FOLLOWS

1. "The company" hereby irrevocably appoints "The agent" exclusive representative, sole buyer, sole marketer and sole distributor in Caribbean markets of the following cosmetic products manufactured for

as the sole  
 Canada and  
 company":

MOVATE SUPER CLEAR

- BODY LOTION 250/500ml

- GEL - Tube of 30gr.

- CREAM - Tube of 50gr.

- SOAP - Tube of 100gr.

2. "The agent" and "The company" shall use their best endeavours produce adequate sales coverage of and extend the sales of the products "The company" through USA, Canada, Caribbean markets and to each thereof and work diligently to obtain orders therefor.

disse, promote,  
 manufactured by  
 retail purchasers

3. "The agent" and "The company" shall use their best endeavours to, each other reliable information on and monitor the market situation.

and supply to


**ESAPHARMA S.R.L.**

 OFFICE: VIA LIBERAZIONE, 65/5 - 20068 PESCHIERA BORROMEO (MILAN) ITALY  
 TEL. 02/55303214 - FAX 02/55303214

4. "The company" shall supply to "The agent" from time to time advertisement and publicity materials but "The agent" may do similar advertisement.

5. This agreement shall be deemed to have commenced on 15th day of January 1996 still 31st day of December 1996 and it will be automatically renewed for the same period of 2 years. Termination of contract can be done by the following 2 points:

- a) "The agent" goes into bankruptcy
- b) "The company" does not make quality products

6. Both parties agree that they have a mutual agreement that they have to start up and market cosmetic lines under the brand names "MOVATE", "OMIC", "TOPSONE" and "ACTIVE DEPROSONIC".

7. "The company" agrees that all cosmetic lines will be sold to "The agent" exclusively and will not intentionally sell the pharmaceutical line to cause confusion and destabilize the market.

8. Accordingly to the changing market place demand, "The agent" has the right to ask "The company" for other new products, under the same brand name or other new brand names. If "The company" can not produce the new brand name, both parties can go to another manufacturer and share the profit. All conditions of this contract will be applied for the same. All products will be cosmetic line only.

9. In case of any argument or misunderstanding, both parties agree that we will go to arbitration and whatever will be the arbitration fees will be equally divided.

10. Both parties agree that any legal fee will be equally split after approval of both parties.

As witness the hand of the representatives of the said Company and the Agent the day and year first above written.

SIGNED on behalf of the  
within named Company

ESAPHARMA s.r.l.  
Via Liberazione-65/5  
Peschiera Borromeo (Milan) Italy

=====

Mr. Roberto SOTTOCORNO



**ESAPHARMA S.R.L.**  
MILANO (ITALY)

SIGNED on behalf of the  
within named Company

I C E. MARKETING INC.  
5825 Flushing Avenue  
Maspeth - Queen  
New York / U.S.A.

=====

"The agent"

SEMPRE LEGAL - VIA DURAZZO, 5 - 20134 MILANO (ITALY)  
P.A.T.A. IVA CODICE FISCALE N. 10076630151 C.C.I.A.A. 1424189  
CAPITALE SOCIALE LIT. 40.000.000 I.V.

**ESAPHARMA S.R.L.**OFFICE: VIA LIBERAZIONE, 55/5 - 20068 PESCHIERA BORROMEO (MILAN) ITALY  
TEL. 02 55303214 - FAX 02/55303214**PESCHIERA BORROMEO, 15/01/96****"TO ALL IT MAY CONCERN"**

THE ABOVE MENTION COMPANY GIVES FULL POWER OF ATTORNEY TO  
MR. JACOB AINI AND/OR MR. MICHAEL AINI TO ACT ON OUR BEHALF  
AND TAKE ALL LEGAL ACTIONS NECESSARY TO PROTECT OUR  
RIGHT'S AND STOP ANY ILLEGAL SALES OF OUR PRODUCTS IN  
U.S.A. MARKETS.

**BEST REGARDS.****ESAPHARMA S.R.L.**  
MILANO (ITALY)

Cancellation #92032341  
Pramil S.R.L. (Esapharma) vs.  
Michel Farah  
Petitioner's Exhibit No. 5 EK



**TO WHOM IT MAY CONCERN**

WE PRAMIL srl (ESAPHARMA) - Via Togliatti, 5 - 20066 MELZO (MILAN) ITALY;  
OWN THE RIGHTS FOR THE TRADE MARKS:

MOVATE - OMIC PLUS - REGGE LEMON - TOPSONE

AND WE DIDN'T AUTHORISE FOR MICHEL FARAH OR ANY PARTY IN PARTNER SHIP  
WITH HIM TO PRODUCE OR DISTRIBUTE ANY OF OUR PRODUCTS IN THE U.S.A. OR  
ABROAD.

IN FAITH

  
MR. SOTTOCORNO ROBERTO  
(Managing Director)

MELZO (MILAN) ITALY, 25.10.2000

Cancellation #92032341  
Pramil S.R.L. (Esapharma) vs.  
Michel Farah  
Petitioner's Exhibit No. 6 EK

**PRAMIL S.R.L.**  
**PHARMACEUTICAL LABORATORY**

UFFICIO COMMERCIALE Via P. Togliatti, 5 - 20066 Melzo (Milano)  
COMMERCIAL OFFICE Tel. 02-9550223 - Fax 02-9550531  
E-mail esa.sara@azienda.com

STABILIMENTO FARMACEUTICO Via A. De Gasperi, 13 - 20066 Melzo (Milano)  
PHARMACEUTICAL LABORATORY Tel. 02-95777149 - Fax 02-9550531

Codice fiscale e Partita IVA 10297780156  
C.C.I.A.A. MILANO n. 1362534  
Trib. MI n. 314837

Sede legale: 20122 MILANO - Via Fontana 18



ADOLFO'S HOUSE  
3655 NW 71 STREET  
MIAMI FL 33147

PHONE: 305-836-8180  
FAX: 305-836-8180

INVOICE

Page 1

Sold To: ADOLFO  
ATTN: ADOLFO  
ADOLFO HOUSE  
3655 NW 71 STREET  
MIAMI FL 33147  
(305)836-8180

Ship To: ADOLFO HOUSE  
3655 NW 71 STREET  
MIAMI FL 33147

Date	Rep. ID	Order No.	Ord Date	Ship Via	Terms	Inv No.
02/25/02	IN	60108259	02/25/02		NET 30 DAYS	60010059

Item/Description	Ord.	Shp.	Bck.	Units	Price	Amount		
ID0002A IDOLE LOTION KARITE	2.0	2.0	.0	CS	36.00	72.00	CS	= 24
ID0002 IDOLE LOTION REGULAR	1.0	1.0	.0	CS	36.00	36.00	CS	= 24
ID0002C IDOLE LOTION GLYCERINE	3.0	3.0	.0	CS	36.00	108.00	CS	= 24
ID0002B IDOLE LOTION COCOA BUTTER	2.0	2.0	.0	CS	36.00	72.00	CS	= 24
ID0001 IDOLE CREAM TUBE 50 GR	4.0	4.0	.0	CS	64.00	256.00	CS	= 72
PRE001 PRECIOUS CREAM	2.0	2.0	.0	CS	129.60	259.20	CS	= 144
OAA003 ONIC SOAP	2.0	2.0	.0	CS	72.00	144.00	CS	= 144
OAA00150 CREAM 50 GR	2.0	2.0	.0	CS	120.00	240.00	CS	= 144
REG003 REGGE LEMON SOAP	1.0	1.0	.0	CS	64.00	64.00	CS	= 144
REG001 REGGE LEMON CREAM 50 G	1.0	1.0	.0	CS	108.00	108.00	CS	= 144
MOV003 MOVATE M SOAP	2.0	2.0	.0	CS	69.30	138.60	CS	= 144
CRU003 CRUSADER SOAP	1.0	1.0	.0	CS	75.60	75.60	CS	= 144
AAA003 ASESPO SOAP	2.0	2.0	.0	CS	75.60	151.20	CS	= 144
LAA001 LEXUS CREAM	1.0	1.0	.0	CS	112.00	112.00	CS	= 144
LAA003G LEXUS GERMICIDA SOAP	2.0	2.0	.0	CS	69.30	138.60	CS	= 144
RICO001 RICO COMPLEXION CREAM 50 GR	1.0	1.0	.0	CS	129.60	129.60	CS	= 144
TOPI003T TOPICLEAR TREATING SOAP	1.0	1.0	.0	CS	90.00	90.00	CS	= 144
TOPI001 TOPICLEAR CREAM	2.0	2.0	.0	CS	129.60	259.20	CS	= 144
TOPI001CB TOPICLEAR C.B. CREAM	1.0	1.0	.0	CS	129.60	129.60	CS	= 144
TOPI003L10 TOPICLEAR LEMON SOAP 100 GR	3.0	3.0	.0	CS	72.00	216.00	CS	= 96
TOPI003B TOPICLEAR BLACK SOAP 100 GR	2.0	2.0	.0	CS	72.00	144.00	CS	= 96
TOPI003100 TOPICLEAR SOAP 100 GR	3.0	3.0	.0	CS	72.00	216.00	CS	= 96
TOPI008 TOPICLEAR C.B. JAR 18 OZ	3.0	3.0	.0	DZ	35.00	105.00		
TOPI008A TOPICLEAR COCOA BUTTER 8 OZ	1.0	1.0	.0	CS	78.00	78.00	CS	= 40
TOPI001L TOPICLEAR LEMON CREAM 50 GR	2.0	2.0	.0	CS	129.60	259.20	CS	= 144

ADOLFO'S HOUSE

CASES: 47

DATE: 02/25/02

RECEIVING DEPT.

47 Vts  
02-2502

Thank you for your order.

Subtotal : 3609.60

Non-Taxable	Taxable	Sales Tax	Freight	Misc	* Invoice Total *
		.00	.00	.00	3609.60

Sold To: ADOLFO  
ATTN: ADOLFO  
ADOLFO HOUSE  
3655 NW 71 STREET  
MIAMI FL 33147  
(305)836-8180

Ship To: ADOLFO HOUSE  
3655 NW 71 STREET  
MIAMI FL 33147

Date	Rep ID	Order No.	Ship Date	Ship Via	Terms	Inv No.
04/10/02	IN	PO#89363-00	04/17/02		NET 30 DAYS	60010287
Item Description	Ord.	Shp.	Rck.	Units	Price	Amount
REQ003 REEF LEMON SOAP	2.0	2.0	.0	CS ✓	64.80	129.60 CS = 144
ID0002 DOVE LOTION REGULAR	2.0	2.0	.0	CS ✓	36.00	72.00 CS = 24
ID0002A DOVE LOTION KARITE	2.0	2.0	.0	CS ✓	36.00	72.00 CS = 24
ID0003H IDOLE SOAP 80 GR "H"	1.0	1.0	.0	CS ✓	54.00	54.00 CS = 144
ID0003 IDOLE SOAP 76 GR	1.0	1.0	.0	CS ✓	54.00	54.00 CS = 144
ID0003L IDOLE LEMON SOAP	2.0	2.0	.0	CS ✓	79.20	158.40 CS = 144
ID0003C IDOLE SOAP 200 GR	2.0	2.0	.0	CS ✓	64.80	129.60 CS = 72
NOV003Z NOVATE N CARROT SOAP	1.0	1.0	.0	CS ✓	69.12	69.12 CS = 144
NOV001 NOVATE LTHR CREAM HQ	1.0	1.0	.0	CS ✓	115.20	115.20 CS = 144
NOV003B2 NOVATE N BLACK SOAP 200 GR	2.0	2.0	.0	CS ✓	72.00	144.00 CS = 72
JAN003 JAMBO SOAP	1.0	1.0	.0	CS ✓	69.12	69.12 CS = 144
TOPIC003H TOPICLEAR BLACK SOAP 100 GR	3.0	3.0	.0	CS ✓	72.00	216.00 CS = 96
TOPIC003L10 TOPICLEAR LEMON SOAP 100 GR	6.0	6.0	.0	CS ✓	72.00	432.00 CS = 96
TOPIC001 TOPICLEAR CREAM	4.0	4.0	.0	CS ✓	129.60	518.40 CS = 144
TOPIC001L TOPICLEAR LEMON CREAM 50 GR	4.0	4.0	.0	CS ✓	129.60	518.40 CS = 144
NET003 NETASOL SOAP	1.0	1.0	.0	CS ✓	75.60	75.60 CS = 144
NET001 NETASOL CREAM TUBE 30 GR	1.0	1.0	.0	CS ✓	106.56	106.56 CS = 144
NOV00130 NOVATE N LTH CREAM 30 GR	2.0	2.0	.0	CS ✓	120.00	240.00 CS = 144
NOV003 NOVATE N SOAP	1.0	1.0	.0	CS ✓	69.30	69.30 CS = 144
NOV003B NOVATE N BLACK SOAP 100 GR	1.0	1.0	.0	CS ✓	72.00	72.00 CS = 96
BOD002 BODY CLEAR LOTION 500 ML	2.0	2.0	.0	CS ✓	108.00	216.00 CS = 24
BOD001A BODY CLEAR EXTRA CREAM X 120 PCS	3.0	3.0	.0	CS ✓	270.00	810.00 CS = 120
DER003G DERMACLAIR GLYCERINE SOAP 80 GR	2.0	2.0	.0	CS ✓	144.00	288.00 CS = 144
DER0030 DERMACLAIR OATMEAL-ALOE SOAP	6.0	6.0	.0	CS ✓	48.00	288.00 CS = 48
LAA003A LEXUS ANTISEPTIC SOAP	2.0	2.0	.0	CS ✓	69.12	138.24 CS = 144
LAA003P LEXUS PERFUMED SOAP	2.0	2.0	.0	CS ✓	69.12	138.24 CS = 144
NIC001 NIC CREAM TUBE 50 GR	4.0	4.0	.0	CS ✓	162.00	648.00 CS = 144
NOV004L NOVATE N LEMON GEL 30 GR	3.0	3.0	.0	CS ✓	120.00	360.00 CS = 144
NOV003AV NOVATE N ALOE VERA SOAP 100 GR	3.0	3.0	.0	CS ✓	72.00	216.00 CS = 96
NOV003H NOVATE N SOAP W/HYDROQ 85 GR	3.0	3.0	.0	CS ✓	69.12	207.36 CS = 144
NOV003L NOVATE N LEMON SOAP	3.0	3.0	.0	CS ✓	65.00	195.00 CS = 144

(continued on next page)

Thank you for your order.

Non-Taxable	Taxable	Sales Tax	Freight	Misc	* Invoice Total *
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Sold To: ADOLFO  
 ATEN: ADOLFO  
 ADOLFO HOUSE  
 3655 NW 71 STREET  
 MIAMI FL 33147  
 (305)836-8188

Ship To: ADOLFO HOUSE  
 3655 NW 71 STREET  
 MIAMI FL 33147

Date	Rep ID	Order No.	Ord Date	Ship Via	Terms	Inv No.
04/18/02	IN	*****	04/17/02		NET 30 DAYS	60010287

PO#08563-00

Item/Description	Ord.	Shp.	Bck.	Units	Price	Amount		
RIC0003 RICO XTRA STRNG SOAP 100 GR	2.0	2.0	.0	CS ✓	92.16	184.32	CS	= 144
NAN00130 NEOPROBONE CREAM 30 GR	4.0	4.0	.0	CS ✓	110.00	440.00	CS	= 144
NIA0003 NEOPROBONE SOAP	4.0	4.0	.0	CS ✓	75.60	302.40	CS	= 144
ONIC00130 ONIC CREAM 30 GR	3.0	3.0	.0	CS ✓	110.00	330.00	CS	= 144
ONIC00150 ONIC CREAM 50 GR	2.0	2.0	.0	CS ✓	120.00	240.00	CS	= 144
ONIC0003 ONIC SOAP	3.0	3.0	.0	CS ✓	75.60	226.80	CS	= 144
NIUM001 NIUMA CREAM TUBE 50 GR	1.0	1.0	.0	CS ✓	144.00	144.00	CS	= 72
NIUM003L NIUMA LEMON SOAP 75 GR	2.0	2.0	.0	CS ✓	90.00	180.00	CS	= 144
PARD003B PARDO SOAP BLNCO 300 GR	4.0	4.0	.0	CS ✓	23.75	95.00	CS	= 72
CRUS007E CRUSADER BODY SPRAY 75ML "ROSE"	2.0	2.0	.0	CS ✓	45.00	90.00	CS	= 72
CRUS007J CRUSADER BODY SPRAY 75ML "JADE"	2.0	2.0	.0	CS ✓	45.00	90.00	CS	= 72
CRUS007P CRUSADER BODY SPRAY 75ML "PINK"	2.0	2.0	.0	CS ✓	45.00	90.00	CS	= 72
CRUS007V CRUSADER BODY SPRAY 75ML "VANILLA"	2.0	2.0	.0	CS ✓	45.00	90.00	CS	= 72

Thank you for your order.

Subtotal: 9322.70

Non-Taxable	Taxable	Sales Tax	Freight	Misc	Invoice Total
9322.70	.00	.00	.00	.00	9322.70

106  
 4 19 02

4/19/02

106 CS

INTERNATIONAL FREIGHT EXCHANGE  
3655 NW 71 STREET  
MIAMI FL 33147

NET 30 DAYS  
PAID: 11/22/04

Page 1

Sold To: ADOLFO  
ATTN: ADOLFO  
ADOLFO HOUSE  
3655 NW 71 STREET  
MIAMI FL 33147  
(305)836-8180

Ship To: ADOLFO HOUSE  
3655 NW 71 STREET  
MIAMI FL 33147

ALL CLAIMS FOR DAMAGES, SHORTAGES, PRICES, MUST BE MADE WITHIN 24 HRS AFTER RECEIVING THE MERCHANDISE. NO RETURNS WILL BE ACCEPTED WITHOUT OUR WRITTEN CONSENT. IF COLLECTION PROCEDURES ARE NEEDED THE COST OF SUCH FEES & COURT CHARGES WILL BE ADDED TO THE BALANCE OF THE CUSTOMER'S ACCOUNT AND WOULD BE PAID BY THE CUSTOMER.

Date	Rep ID	Order No.	Ord Date	Ship Via	Terms	Inv No.
03/23/04	IN	PO#01663	03/23/04		NET 30 DAYS	60012944

Item/Description	Ord.	Shp.	Bck.	Units	Price	Amount	
OPERO150 ONIC CREAM 50 GR	1.0	1.0	.0	CS	120.00	120.00	CS = 144
OPERL1 LEXUS CREAM	2.0	2.0	.0	CS	112.32	224.64	CS = 144
IKB001 IKB CREAM	2.0	2.0	.0	CS	129.60	259.20	CS = 144
OPERN150 NEOPROSONE CREAM 50 GR	2.0	2.0	.0	CS	112.32	224.64	CS = 144
OPERO3 ONIC SOAP	1.0	1.0	.0	CS	74.88	74.88	CS = 144

ADOLFO'S HOUSE  
CASES: OCB  
DATE: 3/24/04  
RECEIVING DEPT.

THANK YOU FOR YOUR ORDER

Non-Taxable	Taxable	Sales Tax	Freight	Misc	Subtotal :	903.36
903.36	.00	.00	.00	.00	* Invoice Total *	903.36

13/09/2004

10:54

PRAMIL LABORATORY - OBERDORF

NUM959

001



ESAPHARMA

CODE : 00102 (40082)

INVOICE N.

EX 018

DATE

08/02/1996

Cognome

BY TELEX TRANSFER

Payee

PREMIERE WHOLESALE INC.

3008, CHURCH AVENUE

BROOKLYN 11226 - NEW YORK / U.S.A.

Caricato a vostro rischio e responsabilità per

F.O.B. OUR WAREHOUSE

Marks and Numbers	N° and kind of packages	Gross weight kg	Net weight kg	Measurement
PREMIERE				
1 / 115	N. 115 CARTONS	KG. 3.220=	KG. 3.105=	55x39x46
NEW YORK				

Quantity	Packing	Description of goods	Unit Price	Total amount
6.000	ROLLS X	10 TUBES MOVATE CREAM 30gr	USD 3,80	USD 22.800,00
300	ROLLS X	10 TUBES TOPSONE GEL 30gr	USD 3,50	USD 1.050,00
300	ROLLS X	10 TUBES OMIC GEL 30gr	USD 3,20	USD 960,00
300	ROLLE X	10 TUBES OMIC GEL PLUS 30gr	USD 3,20	USD 960,00
				USD 25.770,00
		DISCOUNT.....		USD 770,00
		F.O.B. OUR WAREHOUSE.....		USD 25.000,00

E.A.O.E.

DOGANA DI GENOVA SEZ. VOLTRI  
 MERCE ESPORTATA CON BOLLETTA  
 N. 5484/2 DEL 13/02/96  
 Attestazione non utilizzabile ai fini  
 dell'applicazione art. 71, comma 5,  
 o art. 6 del D.P.R. 633/72. IL FUNZIONARIO

GOODS OF ITALIAN ORIGIN

Disclaimers: this is a plain & common sense statement  
 and it is not intended to be a legal document. It is  
 valid only for the purpose of indicating the origin of the  
 goods and it is not intended to be a legal document.  
 It is not intended to be a legal document. It is not  
 intended to be a legal document. It is not intended to be  
 a legal document. It is not intended to be a legal document.  
 It is not intended to be a legal document. It is not  
 intended to be a legal document. It is not intended to be  
 a legal document. It is not intended to be a legal document.

PRAMIL s.r.l.

PRAMIL s.r.l.  
 PHARMACEUTICAL LABORATORY



# ESAPHARMA

**CODE : 00103 (40103)**
**I.C.E. MARKETING INC.  
5625, FLUSHING AVENUE  
MASPETH QUEEN  
NEW YORK / U.S.A.**
**INVOICE N. EX085**  
**DATE 02.05.2000**

Order N.

Payment

**TRANSFER**

Consignment at your risk and responsibility by

**C F NEW YORK BY SEA CONTAINER 20"**

Marks and Numbers	N. and Kind of packages	Gross weight kg	Net weight kg	Measurement
1/325	325 CARTONS	KG. 8.089=	KG. 7.764=	181 CART:55X39X46 144 CART:60X38X26

Quantity	Packing	Description of goods	Unit-Price	Total amount
3.000	ROLLS X 10	TUBE OMIC GEL PLUS G.30	USD 3.50	USD 10.500,00
4.132	ROLLS X 12	TUBE MOVATE SUPER CLEAR G. 50	USD 4.70	USD 19.420,00
6.912	BTLE 500 ML	MOVATE SUPER CLEAR	USD 1.50	USD 10.368,00
Descompte.....			USD 40.288,00	USD 3.288,00
C F NEW YORK BY SEA CONTAINER 20".....			USD 37.000,00	
FREE SAMPLES				
360 ROLLS X 10 TUBE OMIC GEL PLUS G.30				
600 ROLLS X 10 TUBE MOVA GEL G. 30				
GOODS OF ITALIAN ORIGIN				

BOGANA DI GENOVA SET. 10/1/00  
 "MERCE" ESPORTATA CON BOLLETTA  
 N. 14797 DEL 08/05/00  
 Attestazione non necessaria ai fini  
 dell'applicazione dell'art. 7, comma 6  
 dell'art. 8 del D.P.R. 633/72  
 L. FUNZIONARIO

Dichiaro, sotto la mia piena e personale responsabilità  
 ed in particolare agli effetti delle vigenti disposizioni  
 valutarie, che il prezzo indicato nella presente fattura, è  
 vero e reale e che pertanto, nessuna altra integra-  
 zione in qualsiasi forma o con qualsiasi modalità va a  
 indebitare o a carico dell'impresa da me rappresentata in  
 relazione all'operazione per cui è stata emessa la  
 fattura stessa, e si rende noto che e/non è previsto un  
 compenso di intermediazione.

**PRAMIL S.R.L.**
**PRAMIL S.R.L.**  
**PHARMACEUTICAL LABORATORY**

17-09-2000

10:54

PRAMIL ESAPHARMA - 006201990

NUM959

011



ESAPHARMA

Cancellation #92032341  
 Pramil S.R.L. (Esapharma) vs.  
 Michel Farah  
 Petitioner's Exhibit No. 12 EK

CODE: 00103 (40103)

INVOICE M

EX179

DATE

15.09.2000

I.C.E. MARKETING INC.  
 3625, FLUSHING AVENUE  
 MESPETH, QUEEN  
 NEW YORK / U.S.A.

Order H.

Payment

BY TELEX TRANSFER

Consigned at your risk and responsibility by

C AND F NEW YORK BY SEA BY FULL CONTAINER 20"

Marking and Numbers	N. and kind of packages	Gross weight kg	Net weight kg	Measurement
1 / 290	N. 290 CARTONS	KG. 8.120=	KG. 7.830=	55x39x46

Quantity	Packing	Description of goods	Unit Price	Total amount
6.000	ROLLS X	10 TUBES OMIC GEL PLUS 30gr	USD 3,50	USD 21.000,00
6.000	ROLLS X	10 TUBES REGGE LEMON GEL 30gr	USD 4,00	USD 24.000,00
4.800	ROLLS X	10 TUBES LEMONVATE CREAM 30gr	USD 4,30	USD 20.640,00
600	ROLLS X	10 TUBES MOVATE CREAM 30gr	USD 4,30	USD 2.580,00
C AND F NEW YORK BY SEA BY FULL CONTAINER 20"				USD 68.220,00
ADVANCE PAYMENT ISSUED OUR INVOICE N. EX123 DATED 19.06.2000.				USD 29.200,00
TOTAL AMOUNT				USD 39.020,00

DOGANA DI GENOVA SET. VOLI RI  
 MERCE ESPORTATA CON BOLLETTA  
 N. 43764 DEL 15.09.2000  
 AUTORIZZAZIONE non utilizzabile al fine  
 dell'applicazione art. 17 comma 1  
 art. 6 del D.P.R. 603/79  
 N. 2 FUNZIONARIO

Dichiaro, sotto la mia piena e personale responsabilità  
 ed in particolare agli effetti delle vigenti disposizioni  
 ed in particolare agli effetti della legge n. 28 del 28.2.1998, o  
 valutarlo, che il presente documento non ha alcun valore  
 vero e reale e che pertanto, nessuna altra integrazio-  
 ne in qualsiasi forma e con qualsiasi modalità va a  
 favore o a danno dell'Esapharma S.R.L. né rappresenta la  
 relazione all'operazione per cui è stato emesso un  
 documento di intermediazione.  
 PRAMIL S.R.L.

GOODS OF ITALIAN ORIGIN

PRAMIL S.R.L.  
 PHARMACEUTICAL LABORATORY

UFFICIO COMMERCIALE Via A. Foglietti, 5 - 20095 Milano (Milano)

OMIC® CREAM

PLUS



# OMIC® CREAM

## LIGHTENING CREAM

PLUS

1.76 oz Net Wt / 50 g e

OMIC CREAM with its proven high quality ingredients

Helps to achieve a lighter, clearer, smoother skin.

Lasting perfume that freshens and beautifies your skin.

**DIRECTIONS:** Using fingertips smooch on OMIC cream and rub evenly into your skin.

Leave for a few minutes, and repeat application. **CAUTION:** For external use only.

Contains Hydroquinone. Avoid contact with eyes and mucous membranes. If necessary seek the advice of a doctor. Do not use on children under 12 years of age. Store in a cool, dry place.

MADE IN ITALY



### COMPOSITION

Water, Glycerol Monostearate, Monopropylene Glycol, Cetearyl Alcohol, Mineral Oil, Cetyl Palmitate, Perfume, Hydroquinone 2%, Dimethicone, Sodium Lauryl Sulfonate, Octyl Dimethyl P.A.B.A., Sodium Metabisulfate, Ascorbic Acid, E.D.T.A., Propyl Paraben

OMIC® CREAM



Made in Italy

# OMIC® CREME

## CREME ECLAIRCISSANTE

PLUS

1.76 oz Net Wt / 50 g e

Garantie Exclusivité - Parfums Exclusifs

Exclusivité Parfums, Adoucissant, Peau Douce, Fraîcheur et Parfumée

**NOTE D'EMBALLAGE:** Assurez-vous que la crème OMIC jouera sa absorption complète, évitez qu'elle ne soit lavée, frottez-la avec un chiffon doux, puis appliquez-la sur les parties sèches. Évitez la lumière directe du soleil, évitez l'eau chaude, évitez les produits de maquillage et les produits de soins de la peau. Ne pas utiliser à la portée des enfants. A ne pas utiliser sur les enfants.

FABRIQUE EN ITALIE



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Cust ID	Rep. 1 2	Description	Loc./ Chk. #	Sls. Cat.	Invoice Number	Invoice Date	Quantity Units	Sales/ Amount
#1BSOH	SU	OFER0130	1	IM	60012457	10/31/03	1.00 DZ	10.50
#1BSOH	SU	OFER0150	1	IM	60012457	10/31/03	1.00 DZ	11.00
#1BSOH	SU	OFER03	1	IM	60012457	10/31/03	1.00 DZ	7.50
CUSTOMER #1BSOH #1 BEAUTY SUPPLY								29.00
786BS3	SU	OFER03	1	IM	60012556	12/01/03	1.00 DZ	7.50
CUSTOMER 786BS3 786 BEAUTY SUPPLY #3								7.50
91055	MP	OFER03	1	IM	60012416	10/23/03	1.00 DZ	7.50
91055	MP	OFER03	1	IM	60012931	03/18/04	1.00 DZ	7.50
CUSTOMER 91055 99 CENT STORE								15.00
912776	MP	OFER03	1	IM	60012429	10/27/03	1.00 CS	70.00
912776	MP	OFER0150	1	IM	60013083	05/06/04	1.00 CS	120.00
912776	MP	OFER03	1	IM	60013083	05/06/04	1.00 CS	76.00
CUSTOMER 912776 99 CENT PLUS (ZAINY ENTERP.)								266.00
913033	MP	OFER03	1	IM	60012034	07/16/03	3.00 DZ	22.50
CUSTOMER 913033 99 CENTS STORE/POWER 2000								22.50
913733	MP	OFER0130	1	IM	60011970	06/27/03	1.00 DZ	10.50
913733	MP	OFER0150	1	IM	60013087	05/04/04	1.00 DZ	11.00
913733	MP	OFER03	1	IM	60013087	05/04/04	1.00 DZ	7.50
CUSTOMER 913733 99 CENTS PLUS								29.00
915024	MP	OFER03	1	IM	60012051	07/22/03	2.00 DZ	15.00
915024	MP	OFER03	1	IM	60012284	09/16/03	2.00 DZ	15.00
915024	MP	OFER0150	1	IM	60012647	12/23/03	2.00 DZ	22.00
CUSTOMER 915024 99 CENTS STORE								52.00
915048	MP	OFER0130	1	IM	60012085	07/29/03	2.00 DZ	21.00
915048	MP	OFER03	1	IM	60012784	02/10/04	2.00 DZ	15.00
915048	MP	OFER03	1	IM	60013302	08/02/04	1.00 DZ	7.50
CUSTOMER 915048 99 CENTS STORE								43.50
93100	MP	OFER0130	1	IM	60012079	07/25/03	1.00 DZ	10.50

Cancellation #92032341  
Pramil S.R.L. (Esapharma) vs.  
Michel Farah  
Petitioner's Exhibit No. 15 EK

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Cust ID	Rep. 1 2	Description	Loc./ Chk. #	Sls. Cat.	Invoice Number	Invoice Date	Quantity	Units	Sales/ Amount
93100	MP	OFER03	1	IM	60012079	07/25/03	1.00	DZ	7.50
93100	MP	OFER03	1	IM	60012299	09/18/03	1.00	DZ	7.50
93100	MP	OFER0150	1	IM	60012615	12/15/03	1.00	DZ	11.00
93100	MP	OFER03	1	IM	60012615	12/15/03	1.00	DZ	7.50
93100	MP	OFER0150	1	IM	60012773	02/09/04	2.00	DZ	22.00
93100	MP	OFER0150	1	IM	60012953	03/24/04	1.00	DZ	11.00
93100	MP	OFER03	1	IM	60012953	03/24/04	1.00	DZ	7.50
-----									
CUSTOMER 93100 99 STORE/COMMERCIAL DOLLAR INC									
84.50									
93208	MP	OFER0130	1	IM	60012200	08/26/03	2.00	DZ	21.00
93208	MP	OFER0130	1	IM	60012607	12/11/03	2.00	DZ	21.00
93208	MP	OFER03	1	IM	60012759	01/29/04	3.00	DZ	22.50
93208	MP	OFER0150	1	IM	60012894	03/10/04	2.00	DZ	22.00
-----									
CUSTOMER 93208 99 CENTS STORE/DOLLAR MAGNET									
86.50									
93766	MP	OFER0130	1	IM	60012211	08/26/03	2.00	DZ	21.00
93766	MP	OFER03	1	IM	60012756	01/29/04	2.00	DZ	15.00
93766	MP	OFER03	1	IM	60013304	08/03/04	1.00	DZ	7.50
-----									
CUSTOMER 93766 99 CENTS STORE									
43.50									
9412	MP	OFER03	1	IM	60012037	07/17/03	2.00	DZ	15.00
-----									
CUSTOMER 9412 99 CENTS STORE/DOLLAR AMERICA									
15.00									
95535	MP	OFER03	1	IM	60012009	07/10/03	1.00	DZ	7.50
95535	MP	OFER0150	1	IM	60012605	12/11/03	1.00	DZ	11.00
95535	MP	OFER03	1	IM	60012605	12/11/03	2.00	DZ	15.00
95535	MP	OFER03	1	IM	60012777	02/05/04	1.00	DZ	7.50
95535	MP	OFER03	1	IM	60012926	03/18/04	1.00	DZ	7.50
95535	MP	OFER0150	1	IM	60013111	05/13/04	1.00	DZ	11.00
95535	MP	OFER03	1	IM	60013111	05/13/04	1.00	DZ	7.50
-----									
CUSTOMER 95535 99 CENTS PLUS/THREE FRIENDS									
67.00									
98108	MP	OFER03	1	IM	60012094	07/31/03	1.00	DZ	7.50
98108	MP	OFER0130	1	IM	60012094	07/31/03	1.00	DZ	10.50
-----									
CUSTOMER 98108 99 CENTS STORE									
18.00									
9BEAUT	MP	OFER0150	1	IM	60012760	01/29/04	1.00	DZ	11.00
-----									
CUSTOMER 9BEAUT BEAUTY SUPPLY & 99 CENTS									
11.00									

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Cust ID	Rep. 1 2	Description	Loc./ Chk. #	Sls. Cat.	Invoice Number	Invoice Date	Quantity Units	Sales/ Amount
9II8	MP	OFER0130	1	IM	60012325	09/25/03	2.00 DZ	21.00
9II8	MP	OFER03	1	IM	60012562	12/03/03	1.00 DZ	7.50
9II8	MP	OFER0150	1	IM	60012840	02/26/04	3.00 DZ	33.00
9II8	MP	OFER03	1	IM	60012840	02/26/04	2.00 DZ	15.00
-----								
CUSTOMER 9II8 DOLLAR EXPLOSION								76.50
9MM13 MP OFER0150 1 IM 60012525 11/21/03 3.00 DZ								33.00
-----								
CUSTOMER 9MM13 1 DOLLAR STORE								33.00
9PP28 MP OFER03 1 IM 60012563 12/03/03 2.00 CS								152.00
-----								
CUSTOMER 9PP28 1 DOLLAR STORE (MARK)								152.00
ADOLFO IN OFER0150 1 IM 60012944 03/23/04 1.00 CS								120.00
ADOLFO IN OFER03 1 IM 60012944 03/23/04 1.00 CS								74.88
-----								
CUSTOMER ADOLFO ADOLFO HOUSE								194.88
ALISU1 MP OFER0130 1 IM 60012007 07/10/03 2.00 DZ								21.00
ALISU1 MP OFER03 1 IM 60012007 07/10/03 2.00 DZ								15.00
ALISU1 MP OFER03 1 IM 60012130 08/07/03 2.00 DZ								15.00
ALISU1 MP OFER0130 1 IM 60012262 09/10/03 2.00 DZ								21.00
ALISU1 MP OFER03 1 IM 60012262 09/10/03 2.00 DZ								15.00
ALISU1 MP OFER0130 1 IM 60012499 11/13/03 2.00 DZ								21.00
ALISU1 MP OFER03 1 IM 60012576 12/05/03 2.00 DZ								15.00
ALISU1 MP OFER0150 1 IM 60012668 01/09/04 2.00 DZ								22.00
ALISU1 SU OFER0150 1 IM 60012841 02/26/04 2.00 DZ								22.00
ALISU1 MP OFER03 1 IM 60013026 04/15/04 1.00 DZ								7.50
ALISU1 MP OFER0150 1 IM 60013095 05/06/04 1.00 DZ								11.00
ALISU1 MP OFER0150 1 IM 60013155 05/26/04 1.00 DZ								11.00
-----								
CUSTOMER ALISU1 ALI SUPERMARKET								196.50
AME401 SU OFER0130 1 IM 60012210 08/26/03 2.00 DZ								21.00
AME401 SU OFER03 1 IM 60013019 04/15/04 2.00 DZ								15.00
-----								
CUSTOMER AME401 AMERICAN LATIN MKT								36.00
AMEHAI SU OFER0130 1 IM 60012415 10/23/03 2.00 DZ								21.00
AMEHAI SU OFER0150 1 IM 60013024 04/15/04 2.00 DZ								22.00
AMEHAI SU OFER03 1 IM 60013172 06/03/04 2.00 DZ								15.00
-----								
CUSTOMER AMEHAI AMERICAN HAIR BEAUTY SUPPLY								58.00

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Cust ID	Rep. 1 2	Description	Loc./ Chk. #	Sls. Cat.	Invoice Number	Invoice Date	Quantity	Units	Sales/ Amount
ANTONI JG		OFER0130	1	IM	60012570	12/04/03	6.00	CS	540.00
ANTONI JG		OFER03	1	IM	60012570	12/04/03	10.00	CS	500.00
ANTONI JG		OFER0150	1	IM	60012692	01/15/04	10.00	CS	900.00
ANTONI JG		OFER0150	1	IM	60013134	05/20/04	6.00	CS	570.00
ANTONI JG		OFER0150	1	IM	60013197	06/11/04	6.00	CS	570.00
CUSTOMER ANTONI ANTONIO MORRISON									3080.00
ATLANT MP		OFER0130	1	IM	60012187	08/19/03	4.00	DZ	42.00
ATLANT MP		OFER03	1	IM	60012187	08/19/03	6.00	DZ	45.00
ATLANT MP		OFER03	1	IM	60012375	10/14/03	3.00	DZ	22.50
ATLANT MP		OFER03	1	IM	60012713	01/16/04	3.00	DZ	22.50
ATLANT MP		OFER0150	1	IM	60013003	04/13/04	3.00	DZ	33.00
ATLANT MP		OFER03	1	IM	60013003	04/13/04	3.00	DZ	22.50
CUSTOMER ATLANT ATLANTIC DISCOUNT									187.50
ATLNAB IN		OFER0150	1	IM	60012616	12/16/03	1.00	CS	120.00
ATLNAB IN		OFER03	1	IM	60012616	12/16/03	1.00	CS	76.00
ATLNAB IN		OFER0150	1	IM	60012963	03/30/04	2.00	CS	220.00
CUSTOMER ATLNAB ATLANTIC BEAUTY AND WHOLESALE									416.00
AZIZ SU		OFER0130	1	IM	60012136	08/08/03	1.00	DZ	10.50
AZIZ SU		OFER03	1	IM	60012136	08/08/03	2.00	DZ	15.00
AZIZ SU		OFER03	1	IM	60012610	12/11/03	2.00	DZ	15.00
AZIZ SU		OFER03	1	IM	60012898	03/11/04	3.00	DZ	22.50
AZIZ SU		OFER0150	1	IM	60013078	04/29/04	3.00	DZ	33.00
CUSTOMER AZIZ AZIZ DISCOUNT BEAUTY SUPPLY									96.00
AZIZDI SU		OFER0150	1	IM	60013117	05/18/04	2.00	DZ	22.00
CUSTOMER AZIZDI AZIZ DISCOUNT FOOD STOP									22.00
AZIZII SU		OFER0130	1	IM	60012393	10/21/03	1.00	DZ	10.50
AZIZII SU		OFER0150	1	IM	60012393	10/21/03	1.00	DZ	11.00
AZIZII SU		OFER03	1	IM	60012393	10/21/03	1.00	DZ	7.50
AZIZII SU		OFER0150	1	IM	60012852	03/02/04	2.00	DZ	22.00
AZIZII SU		OFER03	1	IM	60013061	04/26/04	1.00	CS	76.00
CUSTOMER AZIZII AZIZ DISCOUNT II									127.00
BEAUTY MP		OFER03	1	IM	60012143	08/12/03	1.00	DZ	7.50
BEAUTY MP		OFER0130	1	IM	60012143	08/12/03	1.00	DZ	10.50

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Cust ID	Rep. 1 2	Description	Loc./ Chk. #	Sls. Cat.	Invoice Number	Invoice Date	Quantity Units	Sales/ Amount
-----								-----
CUSTOMER BEAUTY BEAUTY & BEAUTY SUPER DISCOUNT								18.00
BEDISC SU		OPERO130	1	IM	60011997	07/08/03	2.00 DZ	21.00
BEDISC SU		OPERO3	1	IM	60011997	07/08/03	1.00 DZ	4.50
BEDISC SU		OPERO130	1	IM	60012154	08/13/03	2.00 DZ	21.00
BEDISC SU		OPERO130	1	IM	60012273	09/12/03	1.00 DZ	10.50
BEDISC SU		OPERO3	1	IM	60012273	09/12/03	3.00 DZ	22.50
BEDISC SU		OPERO130	1	IM	60012373	10/13/03	4.00 DZ	42.00
BEDISC SU		OPERO3	1	IM	60012373	10/13/03	4.00 DZ	30.00
BEDISC SU		OPERO150	1	IM	60012600	12/10/03	2.00 DZ	22.00
BEDISC SU		OPERO130	1	IM	60012650	01/06/04	1.00 DZ	10.50
BEDISC SU		OPERO150	1	IM	60012650	01/06/04	3.00 DZ	33.00
BEDISC SU		OPERO3	1	IM	60012650	01/06/04	4.00 DZ	30.00
BEDISC SU		OPERO150	1	IM	60012881	03/05/04	2.00 DZ	22.00
BEDISC SU		OPERO150	1	IM	60012972	04/01/04	1.00 DZ	11.00
BEDISC SU		OPERO150	1	IM	60013020	04/14/04	2.00 DZ	22.00
BEDISC SU		OPERO3	1	IM	60013084	05/04/04	2.00 DZ	15.00
BEDISC SU		OPERO3	1	IM	60013233	07/08/04	2.00 DZ	15.00
-----								-----
CUSTOMER BEDISC BEAUTY DISCOUNT								332.00
BEDRE2 SU		OPERO150	1	IM	60013283	07/29/04	1.00 DZ	11.00
-----								-----
CUSTOMER BEDRE2 BEAUTY DREAM								11.00
BEPLUS MP		OPERO130	1	IM	60012035	07/17/03	3.00 DZ	31.50
BEPLUS MP		OPERO150	1	IM	60012407	10/23/03	3.00 DZ	33.00
BEPLUS MP		OPERO150	1	IM	60012560	12/03/03	2.00 DZ	22.00
BEPLUS MP		OPERO150	1	IM	60012723	01/21/04	2.00 DZ	22.00
BEPLUS MP		OPERO150	1	IM	60013139	05/24/04	2.00 DZ	22.00
-----								-----
CUSTOMER BEPLUS BEAUTY PLUS INC								130.50
BESMIL SU		OPERO130	1	IM	60012137	08/08/03	2.00 CS	220.00
BESMIL SU		OPERO150	1	IM	60012817	02/18/04	5.00 CS	550.00
-----								-----
CUSTOMER BESMIL BISMILLA BEAUTY SUPPLY								770.00
BESUP1 SU		OPERO130	1	IM	60012113	08/04/03	1.00 DZ	10.50
BESUP1 SU		OPERO150	1	IM	60012982	04/06/04	1.00 DZ	11.00
-----								-----
CUSTOMER BESUP1 #1 BEAUTY SUPPLY								21.50
BESUP2 SU		OPERO3	1	IM	60011988	07/02/03	2.00 DZ	15.00
BESUP2 SU		OPERO130	1	IM	60012449	10/31/03	1.00 DZ	10.50
BESUP2 SU		OPERO3	1	IM	60012449	10/31/03	2.00 DZ	15.00
BESUP2 SU		OPERO3	1	IM	60012703	01/15/04	1.00 DZ	7.50

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Cust ID	Rep. 1 2	Description	Loc./ Chk. #	Sls. Cat.	Invoice Number	Invoice Date	Quantity	Units	Sales/ Amount
-----									
CUSTOMER BESUP2 #1 BEAUTY SUPPLY									
-----									
BESUPR SU		OPERO150	1	IM	60013057	04/23/04	1.00	DZ	11.00
BESUPR SU		OPERO3	1	IM	60013057	04/23/04	1.00	DZ	7.50
-----									
CUSTOMER BESUPR BEAUTY SUPPLY R US									
-----									
BEXCHA SU		OPERO150	1	IM	60013112	05/13/04	2.00	DZ	22.00
BEXCHA SU		OPERO3	1	IM	60013112	05/13/04	1.00	DZ	7.50
-----									
CUSTOMER BEXCHA BEAUTY EXCHANGE									
-----									
BHA MP		OPERO3	1	IM	60012397	10/21/03	1.00	DZ	7.50
-----									
CUSTOMER BHA BHADMUS BEAUTY SUPPLY									
-----									
BROTHER MP		OPERO130	1	IM	60012109	08/04/03	2.00	DZ	21.00
BROTHER MP		OPERO130	1	IM	60012351	10/03/03	1.00	DZ	10.50
BROTHER MP		OPERO3	1	IM	60012351	10/03/03	1.00	DZ	7.50
-----									
CUSTOMER BROTHE BROTHER DISCOUNT									
-----									
BSUPMK SU		OPERO130	1	IM	60012177	08/19/03	1.00	CS	110.00
BSUPMK SU		OPERO130	1	IM	60012266	09/11/03	2.00	CS	220.00
BSUPMK SU		OPERO3	1	IM	60012266	09/11/03	1.00	CS	76.00
BSUPMK SU		OPERO150	1	IM	60013186	06/09/04	1.00	CS	120.00
-----									
CUSTOMER BSUPMK BEAUTY SUPERMARKET									
-----									
BUYWI1 SU		OPERO3	1	IM	60011961	06/25/03	1.00	DZ	7.50
BUYWI1 SU		OPERO150	1	IM	60012522	11/21/03	2.00	DZ	22.00
BUYWI1 SU		OPERO150	1	IM	60012639	12/18/03	2.00	DZ	22.00
BUYWI1 SU		OPERO3	1	IM	60012639	12/18/03	1.00	DZ	7.50
BUYWI1 SU		OPERO150	1	IM	60012685	01/13/04	2.00	DZ	22.00
BUYWI1 SU		OPERO150	1	IM	60013047	04/22/04	1.00	DZ	11.00
-----									
CUSTOMER BUYWI1 BUY WISE									
-----									
CLTRAD JG		OPERO130	1	IM	60012198	08/25/03	5.00	CS	467.50
CLTRAD JG		OPERO150	1	IM	60012774	02/05/04	2.00	CS	204.00
CLTRAD JG		OPERO150	1	IM	60012939	03/22/04	3.00	CS	306.00
CLTRAD JG		OPERO150	1	IM	60013263	07/22/04	5.00	CS	600.00
-----									
CUSTOMER CLTRAD C & L TRADING									
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1577.50

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DEC207	SU	OFER0130	1	IM	60012372	10/13/03	2.00	DZ	21.00
DEC207	SU	OFER03	1	IM	60012372	10/13/03	2.00	DZ	15.00
DEC207	SU	OFER0130	1	IM	60012389	10/17/03	3.00	DZ	31.50
DEC207	SU	OFER0150	1	IM	60012389	10/17/03	3.00	DZ	33.00
DEC207	SU	OFER03	1	IM	60012389	10/17/03	3.00	DZ	22.50
CUSTOMER DEC207 AFRICAN QUEEN HAIR & BEAUTY									123.00
DECO	SU	OFER03	1	IM	60012023	07/14/03	2.00	DZ	15.00
DECO	SU	OFER0130	1	IM	60012160	08/13/03	1.00	DZ	10.50
DECO	SU	OFER03	1	IM	60012160	08/13/03	1.00	DZ	7.50
DECO	SU	OFER0130	1	IM	60012297	09/18/03	1.00	DZ	10.50
DECO	SU	OFER03	1	IM	60012297	09/18/03	1.00	DZ	7.50
DECO	SU	OFER03	1	IM	60012725	01/21/04	1.00	DZ	7.50
DECO	SU	OFER0150	1	IM	60012984	04/06/04	4.00	DZ	44.00
DECO	SU	OFER03	1	IM	60013125	05/20/04	2.00	DZ	15.00
CUSTOMER DECO DECO DRIVE BEAUTY SUPPLY									117.50
DECO27	SU	OFER0150	1	IM	60012947	03/24/04	1.00	DZ	11.00
CUSTOMER DECO27 DECO DRIVE BEAUTY SUPPLY									11.00
DECO4	SU	OFER0130	1	IM	60011957	06/25/03	1.00	DZ	10.50
DECO4	SU	OFER0130	1	IM	60012185	08/19/03	2.00	DZ	21.00
DECO4	SU	OFER03	1	IM	60012185	08/19/03	2.00	DZ	15.00
DECO4	SU	OFER0130	1	IM	60012575	12/05/03	2.00	DZ	21.00
DECO4	SU	OFER03	1	IM	60012575	12/05/03	1.00	DZ	7.50
DECO4	SU	OFER0150	1	IM	60012921	03/17/04	2.00	DZ	22.00
DECO4	SU	OFER03	1	IM	60012921	03/17/04	2.00	DZ	15.00
CUSTOMER DECO4 DECO DRIVE #4									112.00
DECOMK	SU	OFER0150	1	IM	60012918	03/17/04	1.00	DZ	11.00
CUSTOMER DECOMK DECO DRIVE MARKET									11.00
DISCOU	SU	OFER03	1	IM	60012189	08/20/03	2.00	CS	152.00
DISCOU	SU	OFER0130	1	IM	60012367	10/09/03	1.00	CS	110.00
DISCOU	SU	OFER0150	1	IM	60013126	05/19/04	2.00	CS	240.00
DISCOU	SU	OFER03	1	IM	60013126	05/19/04	1.00	CS	76.00
CUSTOMER DISCOU DISCOUNT BEAUTY SUPPLY									578.00
DODISC	MP	OFER0150	1	IM	60012868	03/03/04	1.00	DZ	11.00
DODISC	MP	OFER03	1	IM	60012868	03/03/04	1.00	DZ	7.50

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-----									
CUSTOMER DODISC DOLLAR + DISCOUNT STORE II									
18.50									
DOKING SU		OPERO150	1	IM	60013002	04/15/04	2.00	CS	240.00
-----									
CUSTOMER DOKING DOLLAR KINGDOM INC									
240.00									
DOLLAR MP		OPERO130	1	IM	60012271	09/12/03	1.00	DZ	10.50
DOLLAR MP		OPERO3	1	IM	60012271	09/12/03	1.00	DZ	7.50
DOLLAR MP		OPERO150	1	IM	60012865	03/02/04	1.00	DZ	11.00
DOLLAR MP		OPERO3	1	IM	60012865	03/02/04	1.00	DZ	7.50
-----									
CUSTOMER DOLLAR DOLLAR EVERGREEN INC									
36.50									
DOLVAL MP		OPERO150	1	IM	60013137	05/20/04	4.00	DZ	44.00
-----									
CUSTOMER DOLVAL DOLLAR VALUE									
44.00									
DOSTUF MP		OPERO130	1	IM	60011990	07/02/03	1.00	DZ	10.50
DOSTUF MP		OPERO3	1	IM	60011990	07/02/03	1.00	DZ	7.50
DOSTUF MP		OPERO3	1	IM	60012895	03/10/04	2.00	DZ	15.00
-----									
CUSTOMER DOSTUF DOLLAR & STUFF INC									
33.00									
E15024 MP		OPERO150	1	IM	60012861	03/02/04	1.00	DZ	11.00
-----									
CUSTOMER E15024 IMMANUEL									
11.00									
ECCENT SU		OPERO130	1	IM	60012219	08/27/03	3.00	DZ	31.50
ECCENT SU		OPERO150	1	IM	60012753	01/29/04	2.00	DZ	22.00
ECCENT SU		OPERO3	1	IM	60013022	04/15/04	2.00	DZ	15.00
-----									
CUSTOMER ECCENT ECCENTRIC B/S									
68.50									
EXPRES MP		OPERO130	1	IM	60012222	08/28/03	2.00	DZ	21.00
EXPRES MP		OPERO3	1	IM	60012222	08/28/03	2.00	DZ	15.00
-----									
CUSTOMER EXPRES EXPRESS MART									
36.00									
FABULO SU		OPERO130	1	IM	60012182	08/19/03	1.00	DZ	10.50
FABULO SU		OPERO130	1	IM	60012263	09/10/03	2.00	DZ	21.00
FABULO SU		OPERO150	1	IM	60012263	09/10/03	2.00	DZ	22.00
FABULO SU		OPERO3	1	IM	60012263	09/10/03	2.00	DZ	15.00
FABULO SU		OPERO130	1	IM	60012348	10/03/03	1.00	DZ	10.50
FABULO SU		OPERO3	1	IM	60012348	10/03/03	2.00	DZ	15.00
FABULO SU		OPERO130	1	IM	60012521	11/21/03	2.00	DZ	21.00



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FABULO SU		OFFER0150	1	IM	60012521	11/21/03	2.00 DZ	22.00
FABULO SU		OFFER03	1	IM	60012754	01/29/04	2.00 DZ	15.00
FABULO SU		OFFER03	1	IM	60012904	03/11/04	1.00 DZ	7.50
CUSTOMER FABULO MISS AMERICA INC								159.50
FAMDIS SU		OFFER0130	1	IM	60012501	11/14/03	2.00 DZ	21.00
CUSTOMER FAMDIS FAMILY DISCOUNT, INC								21.00
FANTAS IN		OFFER0130	1	IM	60011942	06/24/03	1.00 CS	77.00
FANTAS IN		OFFER03	1	IM	60012244	09/04/03	1.00 CS	53.20
FANTAS IN		OFFER0130	1	IM	60012244	09/04/03	1.00 CS	77.00
FANTAS IN		OFFER0150	1	IM	60012244	09/04/03	1.00 CS	84.00
FANTAS IN		OFFER0130	1	IM	60012464	11/05/03	1.00 CS	77.00
FANTAS IN		OFFER0150	1	IM	60012464	11/05/03	1.00 CS	84.00
FANTAS IN		OFFER03	1	IM	60012464	11/05/03	1.00 CS	53.20
FANTAS IN		OFFER0150	1	IM	60012578	12/08/03	1.00 CS	84.00
FANTAS IN		OFFER0150	1	IM	60012765	02/02/04	1.00 CS	84.00
FANTAS IN		OFFER03	1	IM	60012765	02/02/04	1.00 CS	53.20
FANTAS IN		OFFER0150	1	IM	60012828	02/18/04	1.00 CS	84.00
FANTAS IN		OFFER03	1	IM	CM5496	05/17/04	2.00- CS	152.00-
CUSTOMER FANTAS FANTASTIC PRODUCTS								658.60
FLAST1 SU		OFFER0130	1	IM	60012033	07/17/03	1.00 DZ	10.50
FLAST1 SU		OFFER03	1	IM	60012203	08/26/03	1.00 DZ	7.50
FLAST1 SU		OFFER03	1	IM	60012410	10/23/03	2.00 DZ	15.00
FLAST1 SU		OFFER0130	1	IM	60012630	12/18/03	1.00 DZ	10.50
FLAST1 SU		OFFER03	1	IM	60012630	12/18/03	2.00 DZ	15.00
FLAST1 SU		OFFER03	1	IM	60012663	01/08/04	1.00 DZ	7.50
FLAST1 SU		OFFER03	1	IM	60012807	02/16/04	2.00 DZ	15.00
FLAST1 SU		OFFER0150	1	IM	60012886	03/09/04	4.00 DZ	44.00
FLAST1 SU		OFFER03	1	IM	60012886	03/09/04	4.00 DZ	30.00
FLAST1 SU		OFFER03	1	IM	60013066	04/29/04	1.00 DZ	7.50
CUSTOMER FLAST1 FLORIDA STATE DISCOUNT								162.50
FLORID SU		OFFER0130	1	IM	60011949	06/24/03	1.00 CS	110.00
FLORID SU		OFFER03	1	IM	60011949	06/24/03	1.00 CS	76.00
FLORID SU		OFFER0130	1	IM	60012235	09/03/03	2.00 CS	220.00
FLORID SU		OFFER03	1	IM	60012235	09/03/03	2.00 CS	152.00
FLORID SU		OFFER0130	1	IM	60012490	11/12/03	1.00 CS	110.00
FLORID SU		OFFER03	1	IM	60012490	11/12/03	1.00 CS	76.00
CUSTOMER FLORID FLORIDA WHOLESALE								744.00

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GLORY	JG	OPERO130	1	IM	60012279	09/15/03	6.00	DZ	60.00
GLORY	JG	OPERO150	1	IM	60012987	04/08/04	6.00	DZ	72.00
GLORY	JG	OPERO3	1	IM	60012987	04/08/04	1.00	CS	76.00
CUSTOMER GLORY GLORY ENTERPRISES N.V.									208.00
GOVER1	SU	OPERO130	1	IM	60012168	08/15/03	2.00	DZ	21.00
GOVER1	SU	OPERO3	1	IM	60012168	08/15/03	2.00	DZ	15.00
GOVER1	SU	OPERO150	1	IM	60012722	01/20/04	2.00	DZ	22.00
GOVER1	SU	OPERO3	1	IM	60012722	01/20/04	2.00	DZ	15.00
GOVER1	SU	OPERO150	1	IM	60012980	04/06/04	1.00	DZ	11.00
CUSTOMER GOVER1 GOVERNMENT DISCOUNT									84.00
GPFACT	SU	OPERO3	1	IM	60012580	12/08/03	3.00	CS	228.00
GPFACT	SU	OPERO150	1	IM	60013046	04/21/04	2.00	CS	240.00
CUSTOMER GPFACT G. P. FACTORY OUTLET									468.00
IBE	IN	OPERO150	1	IM	60013198	06/24/04	49.00	CS	9114.00
IBE	IN	OPERO150	1	IM	60013221	06/29/04	10.00	CS	1200.00
CUSTOMER IBE I.B.E. NEW YORK									10314.00
JSASTR	MP	OPERO130	1	IM	60012028	07/16/03	2.00	CS	220.00
JSASTR	MP	OPERO130	1	IM	60012265	09/10/03	2.00	CS	220.00
JSASTR	MP	OPERO3	1	IM	60012265	09/10/03	2.00	CS	152.00
JSASTR	MP	OPERO130	1	IM	60012510	11/18/03	2.00	CS	220.00
JSASTR	MP	OPERO3	1	IM	60012510	11/18/03	2.00	CS	152.00
JSASTR	MP	OPERO150	1	IM	60012659	01/08/04	1.00	CS	120.00
JSASTR	MP	OPERO150	1	IM	60012794	02/11/04	2.00	CS	240.00
JSASTR	MP	OPERO150	1	IM	60012860	03/02/04	1.00	CS	120.00
JSASTR	MP	OPERO3	1	IM	60013161	06/01/04	2.00	CS	152.00
CUSTOMER JSASTR J & S ASTROS INC.									1596.00
KEDALI	MP	OPERO130	1	IM	60012654	01/06/04	1.00	DZ	10.50
KEDALI	MP	OPERO3	1	IM	60012654	01/06/04	1.00	DZ	7.50
CUSTOMER KEDALI DALIA VARGAS									18.00
KIKIS	SU	OPERO150	1	IM	60012871	03/04/04	1.00	DZ	11.00
CUSTOMER KIKIS KIKIS BEAUTY SUPPLY									11.00

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KIKOS1	JG	OFERO3	1	IM	60012139	08/11/03	1.00	CS	68.40
KIKOS1	JG	OFERO150	1	IM	60012494	11/13/03	1.00	CS	105.60
KIKOS1	JG	OFERO150	1	IM	60012804	02/16/04	2.00	CS	220.00
KIKOS1	JG	OFERO3	1	IM	60012804	02/16/04	2.00	CS	129.20
KIKOS1	JG	OFERO150	1	IM	60012934	03/19/04	2.00	CS	204.00
KIKOS1	JG	OFERO3	1	IM	60012934	03/19/04	1.00	CS	64.60
KIKOS1	JG	OFERO150	1	IM	60013089	05/05/04	2.00	CS	216.00
KIKOS1	JG	OFERO3	1	IM	60013089	05/05/04	2.00	CS	136.80
CUSTOMER KIKOS1 KIKO'S WHOLESALE									1144.60
LUCKCT	JG	OFERO130	1	IM	60012218	08/27/03	1.00	CS	99.00
LUCKCT	JG	OFERO130	1	IM	60012218	09/03/03	1.00	CS	99.00
LUCKCT	JG	OFERO3	1	IM	60012233	09/03/03	1.00	CS	68.40
LUCKCT	JG	OFERO130	1	IM	60012238	09/03/03	1.00	CS	99.00
LUCKCT	JG	OFERO3	1	IM	60012517	11/20/03	2.00	CS	136.80
LUCKCT	JG	OFERO150	1	IM	60012517	11/20/03	1.00	CS	108.00
LUCKCT	JG	OFERO3	1	IM	60012665	01/08/04	1.00	CS	64.80
LUCKCT	JG	OFERO150	1	IM	60012745	01/27/04	1.00	CS	120.00
LUCKCT	JG	OFERO150	1	IM	60013203	06/21/04	1.00	CS	108.00
LUCKCT	JG	OFERO150	1	IM	60013242	07/14/04	2.00	CS	240.00
LUCKCT	JG	OFERO150	1	IM	60013295	07/30/04	2.00	CS	240.00
CUSTOMER LUCKCT LUCKY CENTRE									1185.00
MAGDIS	SU	OFERO130	1	IM	60012046	07/21/03	2.00	DZ	21.00
MAGDIS	SU	OFERO3	1	IM	60012046	07/21/03	2.00	DZ	15.00
MAGDIS	SU	OFERO150	1	IM	60013050	04/22/04	2.00	DZ	22.00
MAGDIS	SU	OFERO150	1	IM	60013280	07/29/04	1.00	DZ	11.00
CUSTOMER MAGDIS MAGIC DISCOUNT									69.00
MAGIC	SU	OFERO130	1	IM	60012103	08/05/03	2.00	DZ	21.00
MAGIC	SU	OFERO3	1	IM	60012103	08/05/03	2.00	DZ	15.00
MAGIC	SU	OFERO130	1	IM	60012599	12/10/03	2.00	DZ	21.00
MAGIC	SU	OFERO3	1	IM	60012599	12/10/03	1.00	DZ	7.50
MAGIC	SU	OFERO150	1	IM	60013187	06/09/04	1.00	DZ	11.00
MAGIC	SU	OFERO150	1	IM	60013281	07/29/04	2.00	DZ	22.00
CUSTOMER MAGIC MAGIC BEAUTY SUPPLY									97.50
MAGICB	SU	OFERO3	1	IM	60012065	07/24/03	1.00	DZ	7.50
MAGICB	SU	OFERO150	1	IM	60012326	09/26/03	2.00	DZ	22.00
MAGICB	SU	OFERO3	1	IM	60012326	09/26/03	2.00	DZ	15.00
MAGICB	SU	OFERO130	1	IM	60012537	11/25/03	1.00	DZ	10.50
MAGICB	SU	OFERO150	1	IM	60013072	04/29/04	1.00	DZ	11.00
MAGICB	SU	OFERO3	1	IM	60013072	04/29/04	1.00	DZ	7.50

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-----									
CUSTOMER MAGICB MAGIC BEAUTY SUPPLY									
73.50									
MNS	MP	OFER0150	1	IM	60012567	12/03/03	1.00	DZ	11.00
MNS	MP	OFER0150	1	IM	60012956	03/25/04	1.00	DZ	11.00
-----									
CUSTOMER MNS MNS BEAUTY SUPPLY									
22.00									
NADIA	MP	OFER0130	1	IM	60012304	09/18/03	1.00	DZ	10.50
NADIA	MP	OFER03	1	IM	60012304	09/18/03	1.00	DZ	7.50
NADIA	MP	OFER0130	1	IM	60012603	12/11/03	2.00	DZ	21.00
-----									
CUSTOMER NADIA NADIA'S DOLLAR STORE									
39.00									
NEWIMA	JG	OFER0150	1	IM	60013243	07/14/04	8.00	DZ	88.00
-----									
CUSTOMER NEWIMA NEW IMAGE BEAUTY SUPPLIES									
88.00									
NO1BS	SU	OFER03	1	IM	60012247	09/05/03	1.00	CS	76.00
NO1BS	SU	OFER0130	1	IM	60012460	10/31/03	2.00	DZ	21.00
NO1BS	SU	OFER0150	1	IM	60012460	10/31/03	2.00	DZ	22.00
-----									
CUSTOMER NO1BS #1 BEAUTY SUPPLY (ORLANDO)									
119.00									
NUSKIN	JG	OFER0150	1	IM	60011968	06/27/03	2.00	CS	192.00
NUSKIN	JG	OFER03	1	IM	60012696	01/16/04	5.00	CS	300.00
-----									
CUSTOMER NUSKIN NUSKIN BEAUTY									
492.00									
OPRAH	MP	OFER03	1	IM	60012138	08/08/03	1.00	DZ	7.50
-----									
CUSTOMER OPRAH OPRAH BEAUTY SUPPLY									
7.50									
PIGEON	MP	OFER0150	1	IM	60012408	10/23/03	1.00	DZ	11.00
-----									
CUSTOMER PIGEON PIGEON BEAUTY SUPPLY									
11.00									
PRODUC	MP	OFER0130	1	IM	60011963	06/25/03	4.00	DZ	42.00
PRODUC	MP	OFER03	1	IM	60011963	06/25/03	4.00	DZ	30.00
PRODUC	MP	OFER0130	1	IM	60012611	12/11/03	2.00	DZ	21.00
PRODUC	MP	OFER03	1	IM	60012611	12/11/03	2.00	DZ	15.00
PRODUC	MP	OFER03	1	IM	60012954	03/24/04	3.00	DZ	22.50
PRODUC	MP	OFER03	1	IM	60013179	06/04/04	3.00	DZ	22.50
PRODUC	MP	OFER0150	1	IM	60013179	06/04/04	3.00	DZ	33.00

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-----								-----
USTOMER PRODUC PRODUCT COSMETICS								186.00
ROVE1 MP		OFERO130	1	IM	60011969	06/27/03	6.00 DZ	63.00
ROVE1 MP		OFERO130	1	IM	60012128	08/08/03	1.00 CS	110.00
ROVE1 MP		OFERO130	1	IM	60012353	10/07/03	1.00 CS	110.00
ROVE1 MP		OFERO130	1	IM	60012551	12/01/03	1.00 CS	110.00
ROVE1 MP		OFERO150	1	IM	60012724	01/21/04	1.00 CS	120.00
ROVE1 MP		OFERO150	1	IM	60012863	03/02/04	1.00 CS	120.00
ROVE1 MP		OFERO150	1	IM	60012916	03/15/04	1.00 CS	120.00
ROVE1 MP		OFERO3	1	IM	60012916	03/15/04	1.00 CS	76.00
ROVE1 MP		OFERO150	1	IM	60013040	04/22/04	1.00 CS	120.00
ROVE1 MP		OFERO3	1	IM	60013040	04/22/04	1.00 CS	76.00
ROVE1 MP		OFERO3	1	IM	60013119	05/18/04	1.00 CS	76.00
ROVE1 MP		OFERO150	1	IM	60013119	05/18/04	1.00 CS	120.00
ROVE1 MP		OFERO150	1	IM	60013162	06/01/04	1.00 CS	120.00
ROVE1 MP		OFERO3	1	IM	60013207	06/22/04	1.00 CS	76.00
ROVE1 MP		OFERO3	1	IM	60013300	08/02/04	1.00 CS	76.00
ROVE1 MP		OFERO150	1	IM	60013300	08/02/04	1.00 CS	120.00
USTOMER PROVE1 PROVEDORA GIRON								1613.00
TI MP		OFERO3	1	IM	60011987	07/02/03	2.00 DZ	15.00
TI MP		OFERO130	1	IM	60012552	12/01/03	1.00 DZ	10.50
TI MP		OFERO150	1	IM	60012873	03/04/04	2.00 DZ	22.00
TI MP		OFERO3	1	IM	60012873	03/04/04	3.00 DZ	22.50
USTOMER PTI 99 CENTS P.T.I. INC								70.00
UALIT SU		OFERO3	1	IM	60012568	12/04/03	1.00 DZ	7.50
UALIT SU		OFERO3	1	IM	60013288	07/29/04	2.00 DZ	15.00
USTOMER QUALIT QUALITY DISCOUNT BEAUTY SUP.								22.50
ACHAE SU		OFERO130	1	IM	60012365	10/09/03	1.00 DZ	10.50
ACHAE SU		OFERO150	1	IM	60012365	10/09/03	1.00 DZ	11.00
ACHAE SU		OFERO3	1	IM	60012877	03/04/04	1.00 DZ	7.50
USTOMER RACHAE RACHAEL BEAUTY SUPPLY								29.00
AJUL MP		OFERO130	1	IM	60012176	08/19/03	2.00 DZ	21.00
AJUL MP		OFERO3	1	IM	60012176	08/19/03	1.00 DZ	7.50
AJUL MP		OFERO130	1	IM	60012411	10/23/03	2.00 DZ	21.00
AJUL MP		OFERO150	1	IM	60012834	02/18/04	1.00 DZ	11.00
AJUL MP		OFERO3	1	IM	60012834	02/18/04	1.00 DZ	7.50
AJUL MP		OFERO150	1	IM	60012952	03/24/04	2.00 DZ	22.00
AJUL MP		OFERO3	1	IM	60013122	05/19/04	1.00 DZ	7.50

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Dist	Rep.	Description	Loc./	Sls.	Invoice	Invoice	Quantity	Units	Sales/
ID	1	2	Chk. #	Cat.	Number	Date			Amount
CUSTOMER RAJUL RAJUL INC.									97.50
	SU	OFER0150	1	IM	60012315	09/19/03	2.00	DZ	22.00
	SU	OFER03	1	IM	60012315	09/19/03	1.00	CS	76.00
	SU	OFER03	1	IM	60013077	04/29/04	1.00	DZ	7.50
CUSTOMER RB R & B BEAUTY SUPPLY									105.50
	XDIS	MP OFER0150	1	IM	60012631	12/18/03	1.00	CS	105.60
	XDIS	MP OFER03	1	IM	60012631	12/18/03	1.00	CS	66.88
	XDIS	MP OFER03	1	IM	60012728	01/21/04	1.00	CS	66.88
CUSTOMER REXDIS REX DISCOUNT									239.36
	SALA	MP OFER03	1	IM	60012196	08/22/03	1.00	DZ	7.50
	SALA	MP OFER0150	1	IM	60012720	01/20/04	1.00	DZ	11.00
CUSTOMER RISALA RISALAT DOLLAR STORE									18.50
	BERT	IN OFER0130	1	IM	60012001	07/14/03	2.00	CS	220.00
	BERT	IN OFER0130	1	IM	60012017	07/14/03	.50	CS	55.00
	BERT	IN OFER0130	1	IM	60012040	07/17/03	1.00	DZ	9.50
	BERT	IN OFER0130	1	IM	60012057	07/23/03	2.00	DZ	19.00
	BERT	IN OFER0130	1	IM	60012140	08/08/03	1.00	DZ	9.50
	BERT	IN OFER0130	1	IM	60012142	08/08/03	3.00	CS	330.00
	BERT	IN OFER0150	1	IM	60012511	11/18/03	2.00	CS	240.00
	BERT	IN OFER0150	1	IM	60012540	11/26/03	2.00	DZ	20.00
	BERT	IN OFER0150	1	IM	60012588	12/09/03	2.00	DZ	20.00
	BERT	IN OFER0150	1	IM	60012589	12/09/03	3.00	DZ	27.00
	BERT	IN OFER03	1	IM	60012735	01/23/04	8.00	CS	576.00
	BERT	IN OFER03	1	IM	60012735	01/23/04	6.00	DZ	36.00
CUSTOMER ROBERT SIMON, NANCY									1562.00
	AHIN	SU OFER03	1	IM	60012064	07/24/03	1.00	DZ	7.50
	AHIN	SU OFER03	1	IM	60012064	07/30/03	1.00	DZ	7.50
	AHIN	SU OFER0130	1	IM	60012188	08/20/03	2.00	DZ	21.00
	AHIN	SU OFER03	1	IM	60012188	08/20/03	1.00	DZ	7.50
CUSTOMER SHAHIN SHAHINAZ									28.50
	ONAL	SU OFER0130	1	IM	60012479	11/07/03	2.00	DZ	21.00
	ONAL	SU OFER03	1	IM	60013053	04/22/04	6.00	DZ	45.00
CUSTOMER SHONAL SHONALIS INC									66.00

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ust ID	Rep. 1 2	Description	Loc./ Chk. #	Sls. Cat.	Invoice Number	Invoice Date	Quantity	Units	Sales/ Amount
LRAMA SU		OFER03	1	IM	60012126	08/06/03	2.00	CS	152.00
LRAMA SU		OFER0150	1	IM	60012971	04/01/04	1.00	CS	120.00
LRAMA SU		OFER03	1	IM	60012971	04/01/04	1.00	CS	76.00
-----									
CUSTOMER SLRAMA S.L.RAMA INTERNATIONAL									348.00
-----									
TARLI SU		OFER0130	1	IM	60012398	10/22/03	1.00	DZ	10.50
TARLI SU		OFER0150	1	IM	60012398	10/22/03	1.00	DZ	11.00
TARLI SU		OFER03	1	IM	60012398	10/22/03	1.00	DZ	7.50
TARLI SU		OFER0130	1	IM	60012398	01/06/04	1.00-	DZ	10.50-
TARLI SU		OFER0150	1	IM	60012398	01/06/04	1.00-	DZ	11.00-
TARLI SU		OFER03	1	IM	60012398	01/06/04	1.00-	DZ	7.50-
-----									
CUSTOMER STARLI ADAMS BEAUTY SUPPLIES, INC.									.00
-----									
STATE1 SU		OFER0150	1	IM	60013130	05/19/04	6.00	DZ	66.00
-----									
CUSTOMER STATE1 STATE DISCOUNT									66.00
-----									
JCITY SU		OFER0130	1	IM	60012066	07/25/03	6.00	DZ	63.00
JCITY SU		OFER03	1	IM	60012929	03/18/04	8.00	EA	5.20
-----									
CUSTOMER SUCITY SUPER CITY DISCOUNT									68.20
-----									
INFAM SU		OFER0150	1	IM	60012534	11/25/03	2.00	DZ	22.00
INFAM SU		OFER0150	1	IM	60012899	03/11/04	3.00	DZ	33.00
-----									
CUSTOMER SUNFAM SUNRISE FAMILY DISCOUNT									55.00
-----									
UNILA MP		OFER0130	1	IM	60012133	08/08/03	1.00	DZ	10.50
UNILA MP		OFER03	1	IM	60012133	08/08/03	1.00	DZ	7.50
-----									
CUSTOMER SUNILA SUNILAND MEAT & FISH, INC									18.00
-----									
NRIS MP		OFER0130	1	IM	60012146	08/12/03	1.00	CS	110.00
NRIS MP		OFER03	1	IM	60012257	09/09/03	1.00	CS	76.00
NRIS MP		OFER0130	1	IM	60012396	10/21/03	1.00	CS	110.00
NRIS MP		OFER03	1	IM	60012396	10/21/03	1.00	CS	76.00
NRIS MP		OFER03	1	IM	60012746	01/28/04	1.00	CS	76.00
NRIS MP		OFER0150	1	IM	60012893	03/10/04	1.00	CS	120.00
NRIS MP		OFER0150	1	IM	60013099	05/06/04	1.00	CS	120.00
NRIS MP		OFER03	1	IM	60013099	05/06/04	1.00	CS	76.00
-----									
CUSTOMER SUNRIS SUNRISE CORPORATION									764.00

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st D	Rep. 1 2	Description	Loc./ Chk. #	Sls. Cat.	Invoice Number	Invoice Date	Quantity	Units	Sales/ Amount
IPSTA	SU	OFER03	1	IM	60012022	07/15/03	1.00	DZ	7.50
CUSTOMER SUPSTA SUPER STAR BEAUTY SUPPLY									7.50
IRBEA	SU	OFER0150	1	IM	60012738	01/26/04	2.00	CS	240.00
IRBEA	SU	OFER03	1	IM	60012738	01/26/04	2.00	CS	152.00
CUSTOMER THEBEA THE BEAUTY SUPPLY WHSE									392.00
TRINIT	SU	OFER03	1	IM	60012186	08/19/03	6.00	DZ	45.00
TRINIT	SU	OFER0130	1	IM	60012186	08/19/03	.50	CS	55.00
CUSTOMER TRINIT TRINITY CARIBBEAN SPANISH FOOD									100.00
NIQUE	SU	OFER0130	1	IM	60012347	10/03/03	2.00	DZ	21.00
NIQUE	SU	OFER03	1	IM	60012687	01/13/04	1.00	DZ	7.50
NIQUE	SU	OFER0150	1	IM	60012880	03/04/04	2.00	DZ	22.00
NIQUE	SU	OFER03	1	IM	60012880	03/04/04	2.00	DZ	15.00
NIQUE	SU	OFER0150	1	IM	60013014	04/14/04	2.00	DZ	22.00
CUSTOMER UNIQUE UNIQUE BEAUTY SUPPLY									87.50
SA	SU	OFER03	1	IM	60012036	07/17/03	2.00	CS	152.00
SA	SU	OFER0130	1	IM	60012147	08/12/03	3.00	CS	330.00
SA	SU	OFER03	1	IM	60012147	08/12/03	3.00	CS	228.00
SA	SU	OFER0130	1	IM	60012306	09/19/03	2.00	CS	220.00
SA	SU	OFER0150	1	IM	60012306	09/19/03	2.00	CS	240.00
SA	SU	OFER03	1	IM	60012306	09/19/03	2.00	CS	152.00
SA	SU	OFER0130	1	IM	60012364	10/09/03	3.00	CS	330.00
SA	SU	OFER03	1	IM	60012470	11/06/03	2.00	CS	152.00
SA	SU	OFER0130	1	IM	60012559	12/03/03	2.00	CS	220.00
SA	SU	OFER03	1	IM	60012559	12/03/03	2.00	CS	152.00
SA	SU	OFER03	1	IM	60012897	03/11/04	3.00	CS	228.00
SA	SU	OFER03	1	IM	60013086	05/04/04	3.00	CS	228.00
SA	SU	OFER0150	1	IM	CM4915	01/09/04	2.00	CS	240.00
CUSTOMER USA USA BEAUTY COLLECTION									2392.00
ERA	SU	OFER0130	1	IM	60012572	12/05/03	2.00	DZ	21.00
ERA	SU	OFER03	1	IM	60012680	01/12/04	1.00	DZ	7.50
ERA	SU	OFER0150	1	IM	60013156	05/27/04	3.00	DZ	33.00
ERA	SU	OFER03	1	IM	60013289	07/29/04	1.00	DZ	7.50
ERA	SU	OFER0150	1	IM	60013289	07/29/04	2.00	DZ	22.00
CUSTOMER VERA VERA BEAUTY SUPPLY									91.00



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st D	Rep. 1 2	Description	Loc./ Chk. #	Sls. Cat.	Invoice Number	Invoice Date	Quantity	Units	Sales/ Amount
CTOW JG		OFER0130	1	IM	60012145	08/12/03	1.00	CS	99.00
CTOW JG		OFER03	1	IM	60012145	08/12/03	1.00	CS	68.40
CTOW JG		OFER0130	1	IM	60012278	09/15/03	2.00	CS	198.00
CTOW JG		OFER03	1	IM	60012278	09/15/03	2.00	CS	136.80
CTOW JG		OFER03	1	IM	60012716	01/20/04	3.00	CS	205.20
CTOW JG		OFER0150	1	IM	60013069	04/29/04	1.00	CS	120.00
CTOW JG		OFER03	1	IM	60013258	07/22/04	2.00	CS	152.00
STOMER VICTOR VICTOR'S WHOLESALE									979.40
SHIN SU		OFER0150	1	IM	60013102	05/13/04	1.00	DZ	11.00
SHIN SU		OFER03	1	IM	60013102	05/13/04	1.00	DZ	7.50
STOMER WASHIN WASHINGTON GEORGIA AVE#1B/S									18.50
WITNE SU		OFER0130	1	IM	60011960	06/25/03	1.00	DZ	10.50
WITNE SU		OFER0130	1	IM	60012504	11/14/03	1.00	DZ	10.50
WITNE SU		OFER0150	1	IM	60012968	03/31/04	1.00	DZ	11.00
STOMER WHITNE WHITNEY BEAUTY SUPPLY									32.00
GS MP		OFER03	1	IM	60012423	10/24/03	2.00	DZ	15.00
GS SU		OFER0150	1	IM	60012843	02/26/04	1.00	DZ	11.00
STOMER WIGS WIGS & GIFT BEAUTY SUP									26.00
LLY MP		OFER0150	1	IM	60012808	02/16/04	1.00	CS	120.00
LLY MP		OFER03	1	IM	60012970	04/01/04	6.00	DZ	45.00
STOMER WILLY WILLY DOLLAR STORE									165.00
RLD SU		OFER0130	1	IM	60012012	07/11/03	4.00	DZ	42.00
RLD SU		OFER03	1	IM	60012012	07/11/03	3.00	DZ	22.50
RLD SU		OFER0130	1	IM	60012215	08/26/03	5.00	DZ	52.50
RLD SU		OFER03	1	IM	60012215	08/26/03	4.00	DZ	30.00
RLD SU		OFER0150	1	IM	60012636	12/18/03	2.00	DZ	22.00
RLD SU		OFER03	1	IM	60012636	12/18/03	5.00	DZ	37.50
RLD SU		OFER0150	1	IM	60012751	01/29/04	3.00	DZ	33.00
RLD SU		OFER03	1	IM	60012751	01/29/04	4.00	DZ	30.00
RLD SU		OFER0150	1	IM	60013016	04/14/04	5.00	DZ	55.00
RLD SU		OFER03	1	IM	60013016	04/14/04	1.00	CS	76.00
RLD SU		OFER0150	1	IM	60013195	06/11/04	2.00	DZ	22.00
STOMER WORLD WORLD BEAUTY SUPPLY									422.50
AINY MP		OFER0150	1	IM	60013142	05/25/04	3.00	CS	360.00

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st	Rep.	Description	Loc./	Sls.	Invoice	Invoice	Quantity	Units	Sales/
0	1	2	Chk. #	Cat.	Number	Date			Amount
INY	MP	OFERO3	1	IM	60013142	05/25/04	5.00	CS	380.00
INY	MP	OFERO3	1	IM	60013211	06/25/04	1.00	DZ	7.50
STOMER ZAINY ZAINY ENTERPRISES									747.50
A	MP	OFERO130	1	IM	60012500	11/14/03	1.00	DZ	10.50
A	MP	OFERO3	1	IM	60012500	11/14/03	1.00	DZ	7.50
A	MP	OFERO3	1	IM	60012778	02/05/04	1.00	DZ	7.50
STOMER ZNA ZNA LLC (SHIPTO 7240W ATLNBLV)									25.50
GRAND TOTAL									39162.54

id of Report



<b>SHIPPER/EXPORTER</b> TEX INTERNATIONAL 7845 N.W. 148th STREET MIAMI LAKES, FL 33016 S-54240		<b>BOOKING NUMBER</b> CSA87407 .ITEM.081800.0000	
<b>CONSIGNEE</b> TO ORDER OF SHIPPER		<b>EXPORT REFERENCES</b> 302728 PARTIAL SHIPMENT SEE B/L 81589/81593	
<b>NOTIFY PARTY</b> DUWIN PHARMACEUTICAL AND CHEMICAL CO., LTD. MILAN, ITALY		<b>FORWARDING AGENT - REFERENCES F.M.C. NO.</b> VIMAR TRANSPORTATION CONSULTANTS, INC. P.O. BOX 2003 MIAMI, FL 33152 2	
<b>PRE-CARRIAGE BY* (MODE)</b> PLACE OF RECEIPT*		<b>POINT &amp; COUNTRY OF ORIGIN OF GOODS</b>	
<b>VESSEL VOY.</b> HIGHGATE V-01		<b>EXPORT INSTRUCTIONS/ROUTING</b>	
<b>PORT OF DISCHARGE</b> LA SPEZIA, ITALY (0425)		<b>SHIPPERS DECLARED VALUE</b> (SEE REVERSE SIDE CLAUSE 24 AND CARRIERS TARIFF) <b>INTENDED PLACE OF DELIVERY BY ON-CARRIER*</b> MILAN, ITALY	

PARTICULARS FURNISHED BY SHIPPER				
MKS. & NOS./CONTAINER NOS.	NO. OF PKGS.	DESCRIPTION OF PACKAGES AND GOODS	GROSS WEIGHT	MEASUREMENT
TPXU697255-1 SEAL #'s: 0732290 0732288 DR.310511	9	ONE (1) 20' PART CONTAINER STC: SAID TO CONTAIN CARTONS OMIC CREAM  PORT/RAIL RAMP  FREIGHT PREPAID  NO DEC PER SECTION 30.55 - VALUED UNDER \$2500.00  CONTAINER DETENTION AT DISCHARGIN PORT AS PER TARIFF RULES SHIPPER STOW LOAD & COUNT.	540 Lbs 245 Kgs	

**COPY  
NON-NEGOTIABLE**

RECEIVED FOR SHIPMENT/SHIPPED ONBOARD (delete whichever is not applicable)  
(TERMS CONTINUED ON REVERSE HEREOF)

In apparent good order and condition (unless otherwise stated herein) the goods above mentioned for transportation as set out herein. The goods to be delivered on payment of outstanding freight and charges in accepting this bill of lading the merchant (as defined on the reverse side hereof) agrees to all the exceptions, limitations, immunities, conditions and liberties set out herein, whether written, printed, stamped or otherwise incorporated, as fully as if they were all signed by the merchant in witness whereof, three (3) original bills of lading, if not otherwise stated below, have been signed on behalf of the carrier, one of such bills of lading being accomplished the other(s) to be void.

CONTSHIP AGENCIES INC.  
1007 NORTH AMERICAN WAY, SUITE 503  
MIAMI, FLORIDA 33132  
Signed for the carrier

By \_\_\_\_\_  
CCXLCSAMIAF 81593.  
B/L No. \_\_\_\_\_  
Dated at DECEMBER 22 1995 MIAMI, FL

\*Applicable only when document used as a through or combined transport bill of lading.

FREIGHT CHARGES				
TARIFF CHARGE	CODE	RATE	PREPAID	COLLECT
O/F (partial shipment)				
see B/L 81589 for O/F				
DTSC				
WFG				
TOTAL U.S. CURRENCY				

IA #66-41 - 9/28/00 REVISION OF IMPORT ALERT #66-41 "UNAPPROVED NEW DRUGS PROMOTED IN THE U.S." ATTACHMENT REVISED 9/1/04

NOTE: This revision updates the alert into the current format.  
Additional changes are bracketed by asterisks (\*\*\*).

TYPE OF ALERT: \*\*\*Detention Without Physical Examination (DWPE)\*\*\*

(Note: This import alert contains guidance to FDA field personnel only. It does not establish any requirements, or create any rights or obligations on FDA or on regulated entities.)

PRODUCT: Unapproved new drugs

PRODUCT  
CODE: \*\*\*See attachment\*\*\*

PROBLEM: Unapproved drugs promoted in the U.S.

\*\*\*OASIS  
CHARGE CODE: UNAPPROVED\*\*\*

\*\*\*PAF: AAP (Approvals)\*\*\*

\*\*\*PAC: 56008H  
63001\*\*\*

COUNTRY: All

MANUFACTURER/  
SHIPPER: See attachment

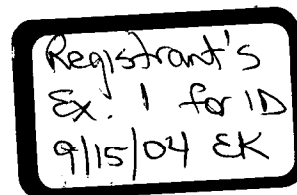
REFERENCE: \*\*\*Regulatory Procedures Manual Chapter 9, Subchapter "Coverage of Personal Importations" issued 12/11/89. (Not This subchapter, previously designated as RPM 9-71, was issued to consolidate guidance that previously existed in RPM Chapters: 9-71, "Mail Importations" and Chapter 9-72, "Coverage of Importations Contained in Personal Baggage," and the Pilot Guidance for Release of Mail Importation dat July 29, 1988.)\*\*\*

\*\*\*Compliance Policy Guide (CPG) 120.500 (formerly 7150.10) gives extensive background on health fraud, and the indirect risks of relying on unproven remedies. Health fraud has been defined by the agency as the promotion of unproven medical products.\*\*\*

CHARGE: "The article is subject to refusal of admission pursuant to Section 801(a)(3) in that it appears to be a new drug within the meaning of Section 201(p) without an effective new drug application (NDA) [Unapproved New Drug, Section 505(a)]."

RECOMMENDING  
OFFICE: Division of Import Operations and Policy (HFC-170)

REASON FOR  
ALERT: Media reports concerning FDA'S guidance for release of



importations for personal use have inaccurately suggested that any unapproved drug may be imported through the mail for personal use. The pilot guidance and subsequent Regulatory Procedures Manual Subchapter, "Coverage of Personal Importations," that issued is much more restrictive than reported. The RPM subchapter provides guidance for use in those instances in which field personnel determine that the exercise of discretion regarding the admissibility of an unapproved drug might be appropriate. The guidance is by its very terms discretionary, and does not provide anyone with a right to import any drug.

The guidance provides that release of an unapproved drug for personal use may be appropriate if, among other considerations, the drug is intended for a serious condition for which effective treatment may not be available domestically either through commercial or clinical means, and it is not considered to represent an unreasonable risk. The guidance is intended to apply only to: (1) persons who have received treatment in a foreign country with an unapproved drug which is not available in the United States, and who, upon returning to the United States, have imported the drug for their personal use in an effort to continue the treatment started abroad; and (2) persons who have made their own arrangements for obtaining an unapproved drug from foreign sources, when the drug has not been promoted in the United States.

\*\*\*When there is evidence of promotion of unapproved drugs to persons in the United States, the products should be considered for detention. Evidence of promotion may consist of solicitations for mail orders, press releases, advertising materials, and other public announcements that are directed to persons residing in the U.S.\*\*\*

\*\*\*The subchapter of the RPM on coverage of personal importations provides guidance for FDA personnel on when it is appropriate to recommend import alerts involving unapproved products likely to be imported for personal use. Such recommendations are appropriate when an unapproved product represent a health fraud, as defined in CPG 120.500 or an unapproved foreign product is promoted for mail-order shipments. Thus, the field may recommend an import alert when an unapproved product poses either a direct health risk or indirect health risk.\*\*\*

**GUIDANCE:** Districts may detain without physical examination any unapproved drug listed in the attachment.

\*\*\*Districts may also detain without physical examination any other unapproved drug that fails to meet the discretionary release criteria in the RPM. When detained products that appear to meet these criteria and are not listed in the attachment, districts should forward documentation to DIOP for consideration for inclusion in this alert.\*\*\*

SPECIAL NOTE: Districts should continue to enforce, as appropriate, related import alerts restricting fraudulent, dangerous, and commercial unapproved drug importations.

FOI: No purging required.

KEYWORDS: New drugs, unapproved new drugs

PREPARED BY: DIOP, Operations and Policy SDWG: HFC-172, (301) 443-6553

DATE LOADED

INTO FIARS: September 28, 2000

ATTACHMENT TO IMPORT ALERT #66-41 9/1/04

Unapproved new drugs that may be subject to DWPE

Although Gamma Hydroxybutyrate (GHB) has been identified as an unapproved new drug and covered in this import alert, effective March '13, 2000, GHB was classified as a Schedule I Controlled Substance and under DEA authorization. Therefore, entries of GHB, or its analogue GBL should be returned to Customs for appropriate disposition. (GBL and related substances can be treated as controlled substance analogues, and as Schedule I Controlled Substances, if intended for human consumption).

Manufacturer	Product/Product Codes
Chempropack BV	"G-Spot"
Donker Duyvisweg 45	65V50 and 65V51
Dordrecht, 3316 BL, Netherlands	GPI = VI
FEI# 3002854125	3/30/00

Products shipped by the following firms were found to contain the drugs glyburide and phenformin, which are used to treat diabetes. These products, being promoted as dietary supplements claiming to contain only natural Chinese herbal ingredients, are available through mail order and can be purchased by telephone or via the Internet. These products are being recalled under a Class I recall as a health hazard.

PRODUCT	SOURCE	COUNTRY
All Products	Harbin Dong Fang International	China
GPI = DR	Trading Corp.	2/24/00
GPI = VI	No. 68 Dong Feng St. Dist. Harbin	
	Aphin, China	
	FEI# 3002158294	
All Products	China Hua Yang Technology & Trade	China
GPI = DR	Corp.	2/24/00
GPI = VI	No. 13, South Xin Hua St., He Ping Men	
	Beijing 10052, China	
	FEI# 1000280039	

PRODUCT	SOURCE	COUNTRY
"Alpecin Special"	Continental Cosmetics, Ltd.	Canada
Vitamin Hair	390 Millway Ave.	
Lotion	Concord, Ontario,	

	L4K 3V8 (Shipper) Canada MID #XOCONCOS390CON	
	Alcina Bielefeld (Manufacturer) MID #DEALCBIE	Germany
	Alcina Cosmetic Belus BVBA/SPRL Spaoi s.r.l. GE, Italia Italy (Distributor) MID #ITALCCOSGEN	
	Alcina Cosmetic Nederland B V MID #NLALCCOSUNK	Netherlands (Distributor)
Calfcart (calf cartilage cream)	Attogram Corp. 12295 Hwy 50, RR#3 Bolton, Ontario MID# CAATTCOR1229BOL	Canada 8/19/94
PRODUCT	SOURCE	COUNTRY
"Crino Pouss" Capillary Serum with Placenta	Altesse Cosmetique, Inc. BP452BR Montreal, Que. Canada H2S 3M3 Canada MID #XQALTCOS452MON	Canada
<p>Buffalo district recently detained two hair lotions products which were labeled with claims of anti-hair loss. The district detained the products based on violation of 21 CFR 310.527(b) in that the products were represented as external hair loss prevention lotions which is regarded as a new drug within the meaning of section 201(p) for which a new drug application (NDA) under section 505 is required for marketing.</p> <p>The shipments were commercial size entries which appeared to be for distribution and sale in the U.S.</p>		
Dextran Sulfate	Polydex Pharmaceuticals, Ltd.	Canada
"Formula 101" "Beijing Zhangguang" Hair Regrowth Liniment Regrowth Liniment	Manufacturer: General Factory of Beijing Zhangguang Hair 725, Area 7, Jim Song Xi, Chagyang, Beijing, China	China
	Shipper: International Health Organization (aka - R&R International) Cornwall, Ontario, Canada	Canada
Kamagra (Sildenafil)	Ajanta Pharma Limited	India

100 mg. oral tablet) 318 Linking Road  
65PD[]02 Mumbai, India  
FEI #1000446587

04/4/03

Laetrile All Firms All Countries  
also known as: amygdalin, 01/14/00  
Vitamin B-17 (100 mg & 500 mg tablets),  
and "amigdalina" (ampules for injection)  
Product Codes: 54E15, 54F15, 54Y05

Promoter/Distributor Canada  
Life Crystals, Dr. Ravi Devgan  
oral 32 oz. Life Crystals,  
5 cc I.V. Chondriana, (dba: The Total Wellness Center  
6 cc I.V. 42 Redpath Avenue  
Immunostim LV047 Toronto, Ontario, Canada, M4S 2J6  
MID# XORA VDEG42TOR

METBAL  
Metabolic Balance  
vitamin Metabolic balancing  
serum used for a verity of  
conditions such as cancer,  
diabetes, lupus, etc.

AND

PRODUCT	SOURCE	COUNTRY
Organotherapy- (Live Cell Fractions Therapy) Shark cartilage) CAR-T-Cell Natcell M - mesenchyme Natcell C- cerebrum Natcell T - thymus	The Total Wellness Center 21219 Woodbine Avenue R.R. 1, Queensville, Ontario LOG 1R0 Canada MID# XOTOTWEL2121QUE	Canada

AND

Distributor  
  
NaturPharm Inc.  
Address Unknown

AND

Promoter  
  
Dr. George Merkl, President  
Consumer Health Organization  
of Canada  
250 Sheppard Avenue  
Willowdale, Ontario,  
M2N 5S9, Canada

Canada



AND

Distributor

Life Crystals	Dr. Villalpando	Mexico
	Address Unknown	

(Note: Some or all of the above identified products are perhaps being shipped by the shippers/distributors/promoters so identified)

All the above products are reported to be used in a treatment regimen promoted by The Total Wellness Centers, one of which is operated by Dr. Ravi Devgan.

Available literature promotes the procedure as effective for the treatment of AIDS, Epstein Barr Virus and cancer, by cleansing the blood. A video tape, entitled "New Frontiers in Molecular Biology Life Crystal Capturing the Sun" promotes use of these products and is narrated by Dr. Merkl, who is also the President of ^

Cancer treatment -	Drogueria Samuel Hahneman	Colombia
(Product purportedly	Fundacion Palcossio	
made from extracts of	Carrera 42 E. NO. 88-20	
turkey-buzzard	Barranquiulla, Colombia	
(vulture) and		
reinforced with 333		
anticancer plants.		

All Drugs	International Products	West Germany
	7000 Stuttgart 1	

*Adrenal cortex	All	All
extract		

PRODUCT	SOURCE	COUNTRY
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\*(It should be noted that these products are also covered under Import Alert #66-08 "Drug Products Containing Adrenal Cortex Extract or Adrenal Cortex Injection".)

*Adrenal cortex	All	All	Injection
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All Drugs	Interlab, Luzerner Str. 28	Switzerland
	CH-6330-CHAM-2G	
	Interlab, Serco Ex Via	
	Cantonale 42, CH-6948	
	Porza-Lugano	

Interlab, Newport, England	England
Pagnell, Bucks MK 16 8AA	

All Drugs	Pharmaceutical International	Mexico
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Artrilan Tablets	Offenbach Mexicana	Mexico
(contains prednisone,		
salicylamide, and		

meprobamate)

Zone Generators

All

All

Polyerga

HorFerVit  
Pharma GMBH  
Hormone Fermente  
Vitamine  
Wehdestrabe 16  
D-2900 Oldenburg,  
West Germany

West Germany

Zellen Live Cell  
Therapy (and all  
other products)

Zellen Cell Pharmaceuticals  
Apartado Postal No. 1118  
Tijuana, B.C. Mexico  
C.P. 22000

Mexico  
(10/22/92)

Zellyn Cell Research  
P.O. Box HM 1120  
Hamilton, HMEX Bermuda  
MID# BMZELCEL1120HAM

Oxygenesis Live Cell Therapy  
(and all other products)

Bermuda  
(4/21/94)

\*\*\*Energy Complex\*\*\*

A.G.E.S. Distribuidora  
Apartado Postal No. 2603  
Tijuana, B. C., Mexico  
C.P. 22000  
ID# MXAGEDIS2603TIJ

Mexico

Nutri-Mail  
Apartado Postal No. 8-F  
Tijuana, B.C., Mexico 22540  
MID# MXNUT8TIJ

Mexico  
6/19/96

\*\*\*Note: Product may also be shipped from Inter-Medica of Tijuana, B.C., Mexico. This firm was identified for similar promotion in Bulletin IB#66-08, 10/26/87, for Neutralizer G.H, a weight loss product.\*\*\*

PRODUCT

SOURCE

COUNTRY

Beta-Interferon  
(Trade name FRONE TM)  
(Alternate names-  
Rebif (TM)  
R-FRONE )

CORNE, S.A. de C.V.  
Rio San Lorenzo No. 623  
Col. Puentes del Valle  
Garza Garcia, Nuevo Leon  
66220, Mexico

Mexico

Manufacturer:

Serono Laboratories  
Mexico

SAN-DO received promotional literature for the purchase of the above referenced product. The literature identifies the product for the treatment of Multiple Sclerosis and implies it is similar to the approved Interferon beta-1b approved for use in the U.S.

The product is shipped via UPS upon receipt of a doctor's prescription. The shipment includes FRONE TM 3,000,000 U.I. with diluent, etc. for \$200.

Information from the manufacturer of the approved Beta-Interferon to be sold in the U.S., indicates this product appears to be half the strength of the U.S. recommended therapeutic dose.

MIN-DO received promotional literature for the purchase of the above referenced product from A.G.E.S. Distribuidora, Mexico. The literature identifies the product as a "sexual breakthrough"; "potential benefits are: Immediate energy and vigor, Reverses impotence in men of any age, \*\*\*"; "from limp, standstill impotence to virility in as little as 48 hours"; etc.

Discretionary release of unapproved drug products promoted to individuals in the U.S. is unacceptable under the Personal Importation Guidance of Regulatory Procedures Manual Chapter 9-71.

All Drugs	A. Werner & Co. P.O. Box 615 111 21 Prague 1 Czechoslovakia MID #: CSWERCO615PRA	Czechoslovakia 9/23/93
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All products	Lenex Labs Wavecrest House West Bay St. P.O. Box N-8174 Nassau, Bahamas  U.S. Distributor: Alpha Omega Labs Box 291 Fort Benton, Montana 59442
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Boston District received promotional literature and mail order solicitation for drugs from Alpha Omega Labs. The materials accompanied a letter from Lenex Labs, in which Lenex stated that Alpha Omega would service orders on Lenex's former products. The firms offer a variety of products, including cancer inhibitors, weight loss products, and treatment for toxic bowel symptoms.

PRODUCT	SOURCE	COUNTRY
*** All Drug Products	Gero Vita International 2255 B Queen Street East, Suite 820 Toronto, Ontario M4E 1G3 Canada MID# XOGERVIT2255TOR FEI# 10Q0327472	Canada 4/6/95 Updated 8/18/97
	Gero Vita International (may be doing business as) Life Force Laboratories 2255 B Queen Street East, Suite 820 Toronto, Ontario M4E 1G3 Canada FEI# 3001190383	12/5/97
	Gero Vita Laboratories 130A Denison Street Markham, Ontario, Canada L3R 1B6	11/4/97

FEI# 30001146884

\*\*\*NOTE: Gero Vita Laboratories is currently listed on the attachment to import alert 66-41 for their promotion and distribution of "Prostata". Evidence has been provided to FDA which indicates the firm is also promoting and distributing to individuals in the U.S. numerous other drug products (including but not limited to: GH3 (enhances memory); Testex (enhances sexual vitality); SOD Complex (fights disease causing free-radicals); Medi-Zyme N (anti-inflammatory); Serezac (helps alleviate depression); Lung Support Formula (moistens lungs & breaks up sputum; strengthens kidneys); Vita Potencia (protects heart health; helps control stress); ACF 223 (reduces risk of heart disease, cancer); etc.) which would be considered unapproved new drugs.

Gero Vita Laboratories 2/14/00  
4936 Yonge Street  
Toronto, Ontario, Canada M2N 6S3  
FEI# 3002084064

Thalidomide All All  
8/9/95

Product codes for EEPS Screening: (Note the following product codes should not be considered all inclusive of possible drug codes that may be used to identify this product):

65V--40 - Thalidomide  
65V--99 - Sedative, N.E.C.  
66M--99 - Tranquilizer, N.E.C.  
66V--99 - Miscellaneous, Patent Medicines, etc.

PRODUCT	SOURCE	COUNTRY
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FDA has determined that Thalidomide is entering the U.S. and is being promoted for use in treating various serious illnesses, including AIDS, cancer, and rheumatoid arthritis. Thalidomide is a drug with significant and serious health risks including such conditions as birth defects and peripheral neuropathy. Due to the serious health risks associated with use of this drug in inadequately controlled settings, it should be considered inappropriate for release under the Personal Importation Guidance. Districts encountering entries of Thalidomide should determine if the article is being entered under an approved IND.

(Districts should contact the Center of Drug Evaluation and Research, Division of Anti-Viral Drug Products, HFD-530 -301-443-09553 , Matthew Tarosky or Brenda Atkins, for verification of IND status.)

Quantrol I	Quantrol Research Institute	Dominican
Quantrol II	Ave. Sarasota Edificio	Republic
(or CanCell)	Embajador Edif. E, 8-I	12/22/95
(May be invoiced as water)	Santo Domingo 99999	
	Dominican Republic	
PRODUCT CODE: 62I99 aka Quantrol Agency or Quantum Research		

INTERNATIONAL TRADE Live Cell Therapy	Mexico
Apartado Postal No. 81 GPI=DR	2/9/96

Admon. de Correos Mesa De Otay  
Mexico CP 22500  
MID:MXINTTRA81ADM  
FEI:1000481446

Information submitted to DIOP by ATL-DO indicates the above firm is soliciting individuals to purchase Live Cell Therapy. The product is currently on import alert from other shippers and under the name of Zellen Live Cell Therapy. The Live Cell Therapy is being promoted for numerous medical conditions, including aging problems, lack of energy, impotency, diabetes, degenerative brain disease, etc. Promotion is usually accompanied by a MEMO FROM DR. HANZ BYRON PREMATURE AGING SPECIALIST, HOLISTIC HEALTH CENTER LONDON, ENGLAND, ZURICH, SWITZERLAND.

OTC-TRANSDERMAL PATCHES ALL  
FOR WEIGHT CONTROL 8/6/96

There has been an increase in the promotional advertising for OTC transdermal patch products claiming they are effective for weight control. Health Fraud Bulletin #13, dated February 3, 1989, regards OTC transdermal patch drug products as unapproved new drugs and misbranded drugs, because of the method of administration. (DRND/MLLM) (Product Code-66V[] []99)

(Note: Nicotine transdermal patch drug products are now acceptable for OTC marketing via approved NDAs)

(Note: One firm in Canada has been identified as currently promoting such patches-United Research Center, 1414 Place Bonaventure, Montreal, Quebec, Canada, H5A 1H3 (FEI #1000595188, MID #XQUNIRES1414MON) under the name of "The Svelt Patch")

PRODUCT	SOURCE	COUNTRY
All over-the-counter (OTC) vaginal contraceptive drug products (including contraceptive sponges) NOT labeled for "immediate use" (immediate use = less than one hour prior to intercourse) and not the subject of an approved new drug application (NDA).	65X[] []01, 65X[] []02, 65X[] []03, 65X[] []04, 65X[] []99 6/16/97	
Liquid Deprenyl Citrate (Finished product)	Discovery Experimental and Development Mexico, N.A. 7/1/97 Juan Carrisco no. 13 Tijuana, B.C., Mexico FEI# 3000326275	Mexico
GPI = DR		
AND		
Deprenyl (bases and salts) (common name = selegilene) or similar anti-parkinson products	All Sources 62J[] []99, 66Y[] []99	All Countries 7/21/97
Ephedrine Hydrochloride Tablets 60C[] []22	Sun Labs. Ltd. 1700-1700 McLeod Road Niagara Falls, Ontario, Canada L2G 7K3	Canada 9/16/97

FEI# 3000928033

ALL	IAS Ltd. P.O. Box 2995 Muswell Hill London N10 2NA Great Britain FEI #3001047710	Great Britain 10/17/97
	aka: Int'l Antiaging Systems P.O. Box 337 Guernsey, Channel Islands Great Britain	

Super Concentrated Aloe Vera WLA 132	The Wolfe Clinic	Canada
C-Max	5 Scotsville Road	12/17/97
Coral Calcium & Coral Calcium Gold	Strathlorne, Nova Scotia	
Cesium Calcium	FEI# 3001109438	
PRO-MAX	PRODUCT CODE: 66V[] []99	
Pak-of-Life		

ANTI-AGING PILL (Multitabs)	Conseils De Sante, S.A.	Switzerland
PRODUCT CODE: 66V[] []99	P.O. Box 331	1/27/98
	1211 Geneva 12	
	Switzerland	
	FEI# 3001366101	

This product contains deprenyl, vinpocetin, ergoloid mesylates (hydergine), procaine HCl, and hematoporphyrin.

OSMOPAK PLUS	(Manufacturer - per label)	Canada
61MBJ11	Laboratoire Charton Laboratories	3/26/98
	Division Herdt & Charton Inc.	
	9393 Louis H. Lafontaine	
	Montreal, Quebec, Canada	
	FEI# 1000541169	

PRODUCT	SOURCE	COUNTRY
	(Shipper) Distribution Rapiflex 759 Marie-Victorin St. Bruno, Quebec, Canada FEI# 3001019316	

This product is used as a drawing salve for the inflammation of subcutaneous tissues.

BM Oral Solution, and any product containing the ingredient Staphylococcin	Xiehe Group Co., Ltd. 19-A-8 Sanhac Street Shenyang, Liaoning China (Mainland) FEI #3001281354	China (Mainland) 4/1/98
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Prescription	Vitality Health Products	Thailand
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Drugs: C/O Nimit Pharmacy 8/13/98  
Dexfenfluramine944 Rama 4 Road  
Medroxyprogesterone Bangkok  
Premarin Thailand  
66V[] []99 FEI #3001715829

QUINICRINE HYDROCHLORIDE ALL FOREIGN All  
FINISHED PRODUCT/ALL MANUFACTURERS 8/25/98  
FORMS-TABLETS,  
(CAPSULES, LIQUID, ETC./  
(NOT BULK/RAW MATERIAL)  
PRODUCT CODE-60W[] []34

Dermopura Acneiche Revivre Cosmetiques C.R.B. spa Italy  
Treatment against Acne & Via Vallina Orticella, 34 12/3/98  
scarring.(Product maybe 31030 Borso Del Grappa (TV), Italy  
entered as a Cosmetic under FEI #1000484992  
PC(53LC-03) As a drug  
treatment it may be  
entered as PC 64X--07  
or 99 (acne drug products)  
or as 66V--99 (Miscel. Patent Medicines)

NOTE: CDER has determined this product is being marketed over the internet and promoted for use as a treatment against "acne and scarring". The active ingredients listed include "azelaic acid". That ingredient offered as an OTC acne treatment, is a new drug, requiring an NDA to obtain marketing authorization and should not be promoted as an OTC product. This product also appears to be in violation of the final rule (21 CFR section 333.301) covering acne products. Questions regarding this product or other similar products should be addressed to Constance E. Bulawka, OTC Compliance Branch, Division of Drug Labeling and Nonprescription Drug Compliance, HFD-312, 301-594-1065. PLEASE ADD THE ABOVE FIRM/PRODUCT TO THE ATTACHMENT OF IMPORT ALERT #66-41.

PRODUCT	SOURCE	COUNTRY
Serotril Sciences, International 125 A - 1030 Denman Street Suite 100 Vancouver, B.C. V6G 2M6 Canada FEI# 3002597084	"Serotril" Active Ingredient is Hypericum perforatum which is St. John's Wort - 2/9/99 54Y--64 54Y--99	

NOTE: CDER has determined that this product is being promoted as an alternative to prescription drugs such as Fen-Phen and Imipramine and is intended to treat obesity and depression and claims to correct the "biochemical cause of weight loss". The product is described as an MAO inhibitor. MAO inhibitors are a class of antidepressant drugs which can pose health risks to patients if certain dietary restrictions are not observed

during therapy.

PRODUCT/PRODUCT CODE	SOURCE
GAMMA-BUTYROLACTONE (GBL) (SYNONYMS FOR GBL) 2(3H)-FURANONE DIHYDRO BUTYROLACTONE 4-BUTYROLACTONE DIHYDRO-2(3H)-FURANONE 4-BUTANOLIDE 2(3H)-FURANONE DIHYDRO TETRAHYDRO-2-FURANONE BUTYROLACTONE	65V--51 (SEDATIVE) ALL 3/19/99

1,4-BUTANEDIOL/65V--52 (SEDATIVE)	ALL
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(Note: FDA has identified GBL products labeled as: Renewtrient; Revivarant or Revivarant G; Blue Nitro or Blue Niro Vitality; GH Revitalizer; PRO-G; Gamma G and Remforce. This list should not be considered all-inclusive.)

GAMMA HYDROXYBUTYRATE (GHB)/65V--50 (SYNONYMS FOR GHB) SODIUM GAMMAHYDROXYBUTYRATE (NaGHB) POTASSIUM GAMMAHYDROXYBUTYRATE (KGHB) GAMMA HYDROXYBUTRIC ACID SODIUM OXYBATE 4-BUTANOLIDE 4-HYDROXYBUTYRIC ACID 4-OHB ETHYL 4-ACEBUTANOATE	ALL
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(Note: FDA has identified GHB products labeled as: Alcover; Gamma-OH; Smatomax-PM; Somsanit; Anectamine; Natural Sleep 500, etc. This list should not be considered all-inclusive.)

GBL and GHB also have many street names. Some of the most common are: G; Liquid E or Liquid X; Georgia Home Boy; Great (Grievous) Bodily Harm; Liquid Ecstasy; Scoop; Water.

GBL related products have been associated with reports of at least 55 adverse health effects, including Death. When taken orally, GBL is converted in the body to gamma hydroxybutyrate or GHB. GBL products are sold in liquid and powder form.

GBL and GHB products are promoted with claims to build muscles, improve physical performance, enhance sex, reduce stress and induce sleep. These products are very potent unapproved drugs and powerful hypnotic substances known to produce significant and potentially dangerous sedating effects.

District may detain the above products without physical examination from all sources. FDA is aware these products are being offered for importation using various non-drug claims such as: "wood softener" "bubble bath", etc. Further, GBL is a known ingredient for commercial floor strippers. Never-the-less, unless evidence is provided to the district that supports the product for non-drug use, the product should not be considered for release. These products





.025% Fluocinonide  
64L--28/53LC

Topsovate Cream Edkeen  
.05% Clobetasone butyrate  
64L--99/53LC

M. Movate Industries, Inc.  
Milan, Italy  
FEI #3002823220

Movate Cream - M - 10/15/99  
.050 g Clobetason propionate  
64L--99/53LC

Tecmomed s.r.l.  
viale san gimignano, 2  
Milan, Italy  
FEI #3002606542  
10/15/99

Dermo-Gel plus - Techmomed  
.075% Fluocinonide  
64L--28/53LC

Neoprosone-Gel Forte  
.05% Betamethasone and  
.1% Neomycin Sulphate  
64L--06/53LC

Lemonvate Cream  
.05% Clobetasol propionate  
64L--99/53LC

N.P. Italiana srl  
Napoli, Italy  
FEI #3002823229

Top-Gel with Special Sunscreen Agent  
.025% Fluocinonide  
64L--28/53LC - 10/15/99

M.C.A. Medical and Chemical Agency Prosone Gel MCA  
Via Parini, 13  
S. Vittore Olona  
Milan, Italy 20028  
FEI #1000167943  
10/15/99

Prosone Gel MCA  
.05% Betamethason dipropionate  
64L--06/53LC

Top-Gel Plus MCA  
.025 g Fluocinonide  
64L--28/53LC

Mitchell International Pharmaceuticals Ltd.  
Unit 7 Kingston House Estate  
Portsmouth, Thames Ditton, UK  
FEI #1000480864  
10/15/99

Pro Beta-Zone  
.05% Betamethasone dipropionate  
64L--06/53LC

Beta-Vate  
.05% Betamethasone dipropionate  
64L--06/53LC

Mercury Top Gel  
.05% Fluocinonide  
64L--28/53LC

Topsone Gel  
.05% Betamethasone dipropionate  
64L--06/53LC

Omic Gel Edkeen  
.025% Fluocinonide  
64L--28/53LC

Topsovate Cream Edkeen  
.05% Clobetasone butyrate  
64L--99/53LC

Glaxo Wellcome Research & Development      Dermovate Cream (25 gram tube)  
Greenford Road      .05% Clobetasol propionate  
Greenford, Middlesex, UK UB6 0HE      64L--99/53LC  
FEI #3000263379      10/15/99

Laboratoires Mitchell Srl.      Dermacare Gel  
Paris, France      .05% Fluocinonide  
FEI #3002823274      64L--28/53LC  
distributed by:      10/15/99  
Sears Pharmaceuticals & Chemicals Ltd.  
Nigeria  
FEI #3002823282

Mitchell Cosmetics Srl      Regge Lemon Gel  
6 Bis Chemin Byron Case      .05% Betamethasone dipropionate  
Postale 59      64L--06/53LC  
Geneva, Switzerland

FEI #3002582140      Omic Gel Plus  
10/15/99      0.025 g Fluocinonide and Neomycin Sulfate 0.05g  
64L--28/53LC

All Products      Alta Natural Herbs & Supplements      Canada  
GPI = DR      1148 -20800 Westminster Highway  
GPI = VI      Richmond, B.C., Canada V6V 2W3  
3/23/00      FEI# 3000211393

Preventac Tablets, PremeTab,      Formulex Canada, Inc.      Canada  
SomaTac, UriTab Caplets      5950 EST Chemin Cote-de-Liesse  
60LBA05, 60LAA05      Ville Mont-Royal  
54F- - 99, 54A- - 99      Quebec, Canada  
5/19/00      FEI # 3002269313

PACKER/SHIPPER:

Ropack Inc.  
10801 Mirabeau  
Anjou, Quebec H1J 1T7  
Canada  
FEI # 3002674295

Products shipped by the following firms were found to contain the drug glyburide, which is used to treat diabetes. These products are, being promoted as dietary supplements & claim to contain only natural Chinese herbal ingredients. They are available through mail order and can be purchased by telephone or via the Internet. These products are being recalled under a Class I recall as a health hazard.

All Products Heilongjiang Provincial Hechang China  
 GPI = DR Import and Export Co.Ltd.  
 GPI = VI Harbin, China  
 6/6/00 FEI# 3002799794

All Products Harbin Zhongshan Diabetes China  
 GPI = DR Research Institute  
 GPI = VI Harbin, China  
 6/6/00 FEI# 3003028087

Calidou Sun Lotion MFG. (per label) Canada  
 66P- - 99 Prodemdis Enr.  
 6/8/00 St. Hubert, Quebec  
 Canada  
 FEI # 3003030473

MFG. (per shipper):

Laboratories Confab, Inc.  
 4355 Sir Wilfrid Laurier  
 St. Hubert, Quebec J3Y 3X3  
 FEI # 1000610344

Catalysis, S.I.	Blue Cap Spray	Spain
Zurbaño 39	Blue Cap Cream	6/29/00
Madrid, Spain 28010	Blue Cap Shampoo	
FEI# 3002989319		

Product Codes:

Blue Cap Spray (100 ml, 3.33 fl oz): 62SAQ99, 61SAQ01, 61HBQ05,  
 53E[] []06, 53J[] []02, 53L[] []06  
 Blue Cap Cream (50 g, 1.6 oz): 62SAJ01, 53E[] []06, 53L[] []03,  
 53L[] []06  
 Blue Cap Shampoo (150 ml, 4.99 oz): 61HBL05, 63SAL01, 53E[] []06,  
 53L[] []06

Mifepristone	All	All
65J[] [] []/		9/28/00
65D[] [] []		

FDA has determined that unapproved versions of mifepristone manufactured outside the U.S. are being promoted in this country for use to end pregnancy. Due to the risks to the safety of the user in inadequately controlled settings, mifepristone should be considered inappropriate for release under the Personal Import Guidance. Districts encountering entries of mifepristone should determine whether the importer of record for the article being entered is Danco Laboratories, LLC, New York, New York (distributor of the U.S. approved product) or whether the article is being entered under an IND that is in effect. In such circumstances (when the article is being imported by the distributor of the U.S. approved product or under an IND that is in effect), the article is outside the scope of this guidance.

(Districts should contact CDER for verification of IND status.)

Source	Product/Product Code	Country
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M.C.A. Top-Gel Super Italy  
Medical and Chemical Agency 0,03 g Fluocinonide 2/12/01  
Via Parini, 13 64L--28/53LC  
S. Vittore Olona  
Milan, Italy 20028  
FEI #1000167943

All drug & dietary De-Sjamaan Netherlands  
supplement products Hommelseweg 170 10/7/02  
GPI - DR/IND - 54 Arnhem, Netherlands 6821  
FEI #3003671336

All products ALPHA - Aleppo Pharmaceuticals Industries Syria  
GPI = DR Baron Street, P.O. Box 517 11/21/02  
GPI = VI Aleppo, Syria  
FEI #3003659034

The following sources/products have met the criteria for detention without physical examination. Shipments are likely to be encountered through express mail or courier operations.

Certain drugs have special safety restrictions on how they are distributed. These restrictions include distribution limited to facilities' (such as hospitals) or physicians with special training or expertise; or requiring certain medical procedures (such as pregnancy or blood testing) if the drug will be used. The following drugs are subject to a restricted distribution program. Due to the serious health risks associated with the use of these drugs with inadequate control, shipments of these drug are inappropriate for release under the personal importation policy. For questions, Districts should contact Ada Irizarry at the Center of Drug Evaluation and Research, Division of Prescription Drug Compliance and Surveillance, HFD-330 at 301-594-0101.

PRODUCT/PRODUCT CODES	SOURCE	COUNTRY
Isotretinoin 64X 11 12/06/02	All	All

Other names: Accutane, \*\*\* Accutane Roche 40, \*\*\* Retinoic Acid, 13-cis-, Roaccutane, Isotrex, Accure, Amnesteem, Antibiotrex, Isohexal, Isotrex Eritromicina, Isotrexin, Nimegen, Oratane, Roaccutan, \*\*\* Sotret, Claravis \*\*\*

*** Somatropin Recombinant 64R 23 2/19/04	All	All
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Other names: Humatrope, Somatropin, Biosynthetic; Growth Hormone Recombinant  
\*\*\*

*** Abarelix 60V--99 2/19/04	All	All
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Other names: Plenaxis \*\*\*

Firm My Drugs Canada  
Address Jonathan Valicenti, PO Box 370, 1250 University St.  
Montreal, Quebec, Canada H3B 3B0  
FEI# 3004452174  
^

Firm Pharmacy RX Drugs Inc.  
Address 9 Sundown Court, Thornhill, Ontario, Canada L4J 3V4  
FEI# 3004452183  
^

Firm PharmAnabolics  
Address Karznik Pretrova, Wroclaw, 5548 Poland  
FEI# 3004452189  
^

Firm Pilot Mound Pharmacy  
Address Darcey Mosquin, Box 89, Pilot Mound, MB Canada R0G 1P0  
FEI# 3004452193  
^

Firm The U.P.P. Group  
Address 74 Perry Drive, Sylvan Lake, Alberta, Canada T4S 1K4  
FEI# 3004452206  
^

Firm TAME  
Address 404-250 McDermont Avenue, Winnipeg, Manitobal, Canada, R3B 0S5  
FEI# 3004452213  
^

Firm The Dispensary  
Address NT Lusk, 25 Hipwood St, Brisbane, 4170 Australia  
FEI# 3004452215  
^

Firm Liberty Lifestyle Pty Ltd.  
Address Managing Director, PO Box 103 Concord West, Sydney, NSW 2138  
Australia  
FEI# 3004452224  
^

Firm DiscountMeds Online Corp.  
Address PO Box 1005, Grand Anse, St. Georges, Grenada  
FEI# 3004452230  
^

Firm 1drugstore-online.com  
Address 429 Rochor Road, Startech Holding Limited 188452 Singapore  
FEI# 3004452234  
^

Firm Punta Internacional de las Americas SA  
Address Punta Punta, Costado Este del AutoBanco Nacional, Ave 10  
San Jose, 11111 Costa Rica  
FEI# 3004452237

^ ^  
Firm DB Group (BHPHARMACY)  
Address BLK 820, Yishun Street 81 #06-656, Singapore 760820  
FEI# 3004452239  
^ ^

Firm Border Pharmacy  
Address 26 Abasolo y Reforma, C.P. 919020 Mexico  
FEI# 3004452241  
^ ^

Firm My Drugs Canada  
Address PO Box 370, 1250 University St., Montreal, Quebec, Canada H3B 3B0  
FEI# 3004452242  
^ ^

Firm Universal Needs SJ Inc.  
Address PO Box 370, 1250 University St., Montreal, Quebec H3B 3B0 Canada  
FEI# 3004452246  
^ ^

Firm Fraser Valley Online  
Address PO Box 435, Abbotsford, British Columbia, Canada V2S 5Z5  
FEI# 3004452248  
^ ^

Firm MedsCorp  
Address Courty Aunan, Blc. 5-6, Office 6b, Nurburger, 27850 Germany  
FEI# 3004452249  
^ ^

Firm Defining Presence Marketing Group Inc.  
Address Universal Needs SJ Inc., PO Box 370, 1250 University Street  
Montreal, Quebec, H3B 3B0 Canada  
FEI# 3004452254  
^ ^

Firm 111 Drugstore.com  
Address Unknown Street Address, Singapore  
FEI# 3004452260  
^ ^

Firm Abas Pharmacy  
Address Lakeside Computer Source, Box 136, Camp Morton, MB R0C 0M0, Canada  
FEI# 3004452261  
^ ^

Firm Adv-Care Pharmacy Inc.  
Address Amr Bannis, 50 Heathcote Ave., Toronto, Ontario, Canada M2L1Z1  
FEI# 3004452262  
^ ^

Firm Rx Resources Inc.  
Address Box 11 Group 100 RR2, Lorette R0A 0Y0, Manitoba, Canada

FEI# 3004452266

^

Firm Aptecha Inc.

Address Box 1158, Stonewall, Manitoba R0C 2Z0, Canada

FEI# 3004452268

^

Firm LePharmacy Inc.

Address 7310 Mountain Sights Ave., Montreal, QC, Canada H4P 2A6

FEI# 3004452269

^

^

Firm TCE Group Inc.

Address Amr Bannis, 50 Heathcote Ave., Toronto, Ontario, Canada M2L 1Z1

FEI# 3004452278

^

Firm Canada Med Express

Address 330 McCowan Road Suite 1508, Scarborough, Ontario, M1J 3N3 Canada

FEI# 3004452279

^

Firm Arborg Pharmacy

Address 273 Main St, Box 640, Arborg, MB R0C 0A0, Canada

FEI# 3004452283

^

Firm Canamerica Drugs

Address 12 Carina Cove, Winnipeg, MB, Canada R2V 4N8

FEI# 3004452158

^

Firm Canadiansdrugstore.com

Address Martin Bean, 1609-200 Ronald St., Winnipeg, MB,  
Canada R3J 3J3

FEI# 3004452159

^

Firm Black Mountain IDA Pharmacy (1979) Ltd.

Address 11-590 Hwy. 33 W., Kelowna, B.C. Canada V1X 6A8

FEI# 3004452167

^

^

Firm Canada Rx Connection

Address 11 Ayr Blvd., Winnipeg, Manitoba, Canada R3P 0K4

FEI# 3004452169

^

Firm Health 2000 Pharmacy

Address 105-6950 Nicholson Rd., North Delta, BC, Canada V4E 1Z7

FEI# 3004217327

^



Firm MediMart Pharmacy  
Address Paul Emmer, 1511-690 Kenaston Blvd. Winnipeg,  
MB, Canada R3N 1Z3  
FEI# 3004452182  
^ ^

Firm Access Meds  
Address 46 Parnlet, Newcastle, South Africa  
FEI# 3004452185  
^ ^

Firm Pharmacy International  
Address 61 King George, Roseau, Dominica  
FEI# 3004452192  
^ ^

Firm Rx2world  
Address c/- monarch holdings, PO Box 257, Port Vila, Vanuatu  
FEI# 3004452194  
^ ^

Firm E-pharmacy.net  
Address World Pharmacy Supplies, c/-Suite 9, 14 Norton St,  
Leichhardt 2040, NSW Australia  
FEI# 3004452204  
^ ^

Firm i-pharmacy  
Address PO Box w66, Shop 3, 14-16 Military Rd. Watson's Bay NSW 2030  
Australia  
FEI# 3004452208  
^ ^

Firm Planet Drugs Direct Ltd.  
Address PO Box 33 893 Takapuna, North Shore City, New Zealand  
FEI# 3004051223  
^ ^

Firm Hometown Meds  
Address Robert Watts, 43 Roslyn Rd, Winnipeg, MB, Canada R3L 0G1  
FEI# 3004452214  
^ ^

Firm Icanrx.com  
Address Contact Media Group, 12840 16th Ave #203, White Rock, BC V4A 1N6  
Canada  
FEI# 3004452216  
^ ^

Firm CANUSA Health Group  
Address Doug Burton, 865 Brawley Road West, Ashburn, Ontario,  
Canada L1M 1M5  
FEI# 3004452226  
^ ^

Firm Good Samaritan Rx  
Address Dr Morgan Campbell Inc., 124 3185 King George Hwy,

FEI# Surrey, BC, Canada V4P 2J9  
3004452228  
^

Firm Pharmawest Pharmacy Ltd.  
Address #69-15515-24 Avenue, Surrey, BC, Canada V4A 2J4  
FEI# 3004452235  
^

Firm Direct Drugs  
Address 1569 Orange Street, Winnipeg, Manitoba, Canada R3E 3S2  
FEI# 3004452238  
^

Firm Pelikon Investments Limited  
Address Peter Kraus, Mykinon 1, Nicosia, NO 1065, Cypress  
FEI# 3004452302  
^

Firm Canadian Pharmacy  
Address See Phuket, 12 De Castro Street, Tortola  
British Virgin Islands, 12345  
FEI# 3004452315  
^

Firm 1Meds  
Address Steven King, 21 Marion St., Shorewood 7276, Taiwan  
FEI# 3004452316  
^

Firm Canada Value Meds  
Address Junodis Solutions, 47 Regent Ave., Hamilton, Ontario Canada  
L9B 1R4  
FEI# 3004452318  
^

Firm Americana Meds  
Address Kelsie Mercer, 319 South River Road, Elora, Ontario, Canada  
NOB 1S0  
FEI# 3004452156  
^

Firm Online-Pharmacy  
Address Online Pharmacy SA, Corrientes 1820, Buenos Aires,  
Capital Federal 1108, Argentina  
FEI# 3004452322  
^

Firm Discount Prescription Drugs Online  
Address Liberty Lifestyle Pty Ltd, Barry West, P.O. Box 103 Concord West,  
Sydney, NSW 2138 Australia  
FEI# 3004452329  
^

Fentanyl

All

All

60M 24  
12/06/02

Other names: Actiq

PRODUCT/PRODUCT CODE	SOURCE	COUNTRY
Bosentan 60TCA99 12/06/02	All	All

Other names: Tracleer

Clozapine 65V 13 12/06/02	All	All
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Other names: Clopine, Clopsine, Clozaril, Elcrit, Froidir, Lanolept, Leponex, Zolapin

Dofetilide 63E 32 12/06/02	All	All
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Other names: Tikosyn

Alosetron Hydrochloride 61T 30 12/06/02	All	All
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Other names: Lotronex

Mifepristone 65J 38 12/06/02	All	All
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Other names: Mifegyne, Mifeprex

Sodium Oxybate 60P--01 65V 50 12/06/02	All	All
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Other names: Alcover, Anetamin, Gamma-OH, Somsanit, Xyrem

Trovafloxacin 61H 47 12/06/02	All	All
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Other names: Trovan

Thalidomide 65V--40 12/06/02	All	All
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Other names: Synovir, Thalomid

PRODUCT	SOURCE
Ancom Tablets	Shanghai Pharmaceutical Industry Corp. (mfg)
GPI=VI	27 Chungshan Road
GPI=DR	Shanghai, China
2/12/03	FEI # 3003884699

China National Medicines & Health (shipper)  
 Products Import & Export Corp.  
 Shanghai Branch  
 27 Chungshan Road (E1)  
 Shanghai, China  
 FEI # 5534

Tourasia (internet promoter)  
 246 Sukhumvit Soi 16  
 Bangkok, Thailand 10110  
 FEI # 3003925496

Charisma Co., Ltd. (internet promoter)  
 248/1 Sukhumvit Soi 16  
 Bangkok, Thailand 10110  
 FEI # 3003925501

Source	Product/Product Code	Country
(manufacturer)	"Busto-Lift" capsules	Italy
Italiani Selex	and cream for growth	04/23/03
20063 Cassina de Pecchi	enlargement of the	
Milano, Italy	Female bust	
FEI # 3003901090	53LC-99	
	66VA-99	
(shipper)	66VB-99	
Luoice Marketing Enterprise		
No. 7 Off Jalan Bukit Bintang		
Luala Lumpur, Malaysia		
FEI # 3003901091		

(manufacturer)	"Recovery Biostructural	Canada
Biomedica Laboratories, Inc.	Medicines" for relief of	4/29/03
"No Street Address"	Chronic pain and	
Vancouver, British Columbia,	inflammation	
Canada		
FEI # 3003807448	54FCR99	

(Shipper)  
 The Nutraceutical Medicine Co.  
 Unit #2, 3006 Boys Road  
 Duncan, British Columbia, Canada V9L 6W4  
 FEI # 3003056414

Chemon Inc.	"Joint by Joint"	Korea, Republic of
4645 Chung-Ri	Supplement	5/5/03
Kusung-Up, Yougin-Si	GPI - DR/VI	
Kyungki-Do, Korea		

FEI# 3003952905

Product	Source:	Country:
Sildenafil citrate (generic) 65P02 5/23/03	Generic Viagra Bz 5870 Manatee Drive Button Wood Bay, Belize FEI# 3003868410 ^	Belize

All drugs GPI-DR GPI-VI 5/23/03	Mr. Vikan Carrefour Rama 4 Road MBE Suite 019 Bangkok, 10110, Thailand FEI# 3003885661 ^	Thailand
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Agrumax 54AGL90 8/19/03	Bioxem, Inc. 1421 Nobel Sainte-Julie Quebec, Canada FEI# 3003756848	Canada
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Face Cream 53L[] [] [] []/64X[] [] [] [] 9/5/03	Diane de Beaute PO Box 11-7599 Beirut, Lebanon FEI# 3003914273	All
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Charantia Ampalaya Food Supplement 54E[] [] 99 - Tea form 54F[] [] 99 - Capsule form	Herbicare Corp. Herbicare Center, PDC Compound Pilar Village, Las Pinas City, Philippines FEI# 3003865977	Philippines
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and

Herbicare Corp. Box 163 Las Pinas City, Philippines FEI# 3003659682	Philippines
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Herbal Medicines including Gluko-Norm Gold, Banabooster, Cancers Protocol 54Y- - - 66V- - - 11/17/03	Akita Herbal Products Corner Volga and Zambensi Streets Riverside Subdivision Friendship Angeles City, Philippines FEI #3003977207	Philippines
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Eleotin (and all products from this firm making any drug claims)	Eastwood Bio-Medical Research Inc. #1130-4871 Shell Road	Canada
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GPI = DR Richmond, B.C. V6X 3Z6  
GPI = VI CANADA  
61P[] []99 FEI #3001619750  
54F[] []99  
12/1/03

The product label indicates Eleotin is a supplement, but refers customers to the firm's website [www.eastwoodcos.com](http://www.eastwoodcos.com) which claims the product can be used to treat diabetes. The product can also be purchased from the firm's website. The website claims Eleotin restores the body's own ability to control blood glucose levels and results in long-term molecular level changes to assist the body to recover glucose normalcy.

According to the firm's website, Eastwood Bio-Medical Research Inc. is engaged in the development and commercialization of safe and effective treatment for non-insulin dependent diabetes mellitus and cancer.

:  
Careseng #1 Pegasus Pharmaceuticals Group Inc. Canada  
(Capsules & Liquids) 3331 No. 3 Road  
66V -- 99 Richmond, British Columbia  
1/13/04 Canada  
FEI #3004153848

Careseng #2  
66V- -99 Dba  
3/1/04  
Pegasus Natural Supplements, Inc.  
Unknown  
Richmond, Canada  
FEI #3003817323

Pegasus Pharmaceuticals, Inc.  
#156 11786 River Rd  
Richmond, Canada  
FEI #3003114241

Pegasus Pharmaceut  
156 11786 River Road  
Richmond, Canada  
FEI #3003659429

PRODUCT	SOURCE	COUNTRY
All Products 2/6/04	American Style Products BHikaji Cam PL New Delhi, IN FEI: 3004413333	India

The agency received information about an overseas internet site selling counterfeit patches that contain no active ingredients. The counterfeit contraceptive patches are Ortho Evra transdermal patches, Ortho Evra transdermal patches, a Johnson and Johnson's Ortho-McNeil Pharmaceutical, Inc. product.. This internet site's domain name is [www.rxpharmacy.ws](http://www.rxpharmacy.ws).

Ukraine  
2/6/04

Nowicky Pharma  
Margaretenstrasse 7  
Vienna, a-1040  
FEI: 3000960791

Austria

UKRAINE is an injectable promoted as an anticancer drug. Districts encountering shipments of this product should contact DIOP using the ORA HQ DIOP EMPLOYEES e-mail for guidance.

PRODUCT/PRODUCT CODE	SOURCE	COUNTRY
All Skin Bleaching and Lightening Lotions, Creams, Soaps and Serum 66[] [] [] [] 53[] []-[] [] 3/9/04	Catherine Abbaa 98 Badagry Exp. Way Lagos, Nigeria FEI# 3003407077	Nigeria

Note: products may be entering as skin care cosmetics, therefore, we have included the product code "53[] []-[] []" along with the appropriate drug code.

Broncolin and Broncolin with Propolis are being promoted as dietary supplements, however both contain undeclared drugs. Broncolin was found to contain undeclared Guaifenesin and Tramadol HCL. Tramadol is a prescription pain reliever. Broncolin with Propolis was found to contain Guaifenesin.

PRODUCT	SOURCE	COUNTRY
Broncolin, Broncolin with Propolis 62U- - 99 36C- - 99 66V- - 99 3/12/04	Distribudora de Alimentos Naturales y Nutricionales S.A. de C.V. Manuel Avila Camacho No. 44-A Col. Ejidos de Sta. Ma. Aztahuacan Mexico D.F., Mexico 09570 FEI# 3002779991	Mexico
	Distribudora de Alimentos Naturales Y Nutricionales S.A. de C.V. Oriente 152 No. 287, Colonia Moctezuma 2da Seccion Mexico D.F., Mexico FEI# 1000464180	Mexico

PRODUCT/PRODUCT CODE	SOURCE	COUNTRY
Humatrope 64R[] [] 23 3/26/04	ALL	ALL

Other names: Somatropin, biosynthetic; Growth Hormone Recombinan

Plenaxis ALL ALL  
60V[] []99  
3/26/04

Other names: Abarelix

PRODUCT	SOURCE	COUNTRY
Plaquex	All	All
3/26/04		

A product used for chelation therapy is represented to be useful in a number of therapeutic conditions. It is called Plaquex. The product comes into the country from the Bahamas using the personal importation policy on the "front" end, however a recently detained package eclared the contents to be a nutritional supplement. The company involved in this is called Jeunomed International and it has a Key Biscayne address. Product administration is by IV and requires refrigeration. One 50ml vial is said to contain 2500ml essential Phospholipids as 70% Phosphatidylcholine, 1250mg Deoxycholic acid, 10mg Vitamin E, 10mg Nicotinic acid, 10mg Adenosine triphosphate, 450mg Benzyl alchcohol and 120mg Ethanol. Plaquex, is an injectable drug product, and as such, it poses a significant health risk and it is being promoted in the U.S. through the internet ; e.g. <http://www.plaquex.ch/>.

PRODUCT	SOURCE	COUNTRY
V-1, V-4 Magnesium Dietary Supplements	Jirashataporn Co., Ltd. 72/2-3 Moo 10 Sukumvit Rd.	Thailand
GPI=DR	Chachoengsao, Thailand	
54Y- -99	FEI# 3004375809	
54B- -08		
4/15/04	Immunitor Manufacturer Co., Ltd. 71 Moo 5, Bangpakong Industrial Park Chachoengsao, Thailand 24130 FEI# 3004375808	Thailand
Avicenna Pharma brand	A.M. Herbs(M) SDN BHD	Malaysia
Dietary supplements:	2-4 Jalan 3/114,	
Cholestmed	Kuchai Business Center	
Glucosure	58200 Kuala Lumpur	
Gastro Balance	Malaysia	
Renalife	FEI# 3004686954	
Livtone		
Respire		

Product Codes: 54Y--99 54F--99  
9/1/04